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## PART I - THE SCHEDULE SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

#### B.1 SUPPLIES/SERVICES

The contractor shall provide all the necessary qualified personnel, facilities, materials and services to perform an Indefinite Quantity Contract (IQC), on a Time and Materials basis in accordance with the Statement of Work, Section C, and other terms and conditions of the this contract for the effort entitled, "Behavioral, Technological, and Human Factors Research for Traffic Safety." All support services provided to the Government shall be performed by the contractor's employees or personnel otherwise retained by the contractor to fulfill specific work requirements of this contract. Under this IQC, the Government will issue individual Task Orders to obtain professional and technical services.

### B.2 OBLIGATION SUMMARY

Minimum Obligation of the Government - The Government shall guarantee a minimum of services and support under this Contract.

Maximum Obligation of the Contractor – Under this contract, the contractor shall be obligated to provide services and support up to the Ceiling Amount as shown in Section B.5 through B.5.10 Price Schedule for the thirty-six (36) month base period, and if exercised, the Ceiling Amount of The Two (2) Option Years. The Maximum Obligation may be increased at anytime by mutual agreement of both parties.

Each Task Order will include a Task Order Ceiling Cost which the Contractor shall not exceed.

#### B.3 RESERVED

## B.4 PRICE SCHEDULE DEFINITIONS AND SPECIAL PROVISIONS

### B.4.1 "Loaded Hourly Rates"

As used in this contract, "Loaded Hourly Rates" are composed of the hourly rates paid by the contractor to its contractor employees within a specific Labor Category (plus merit and or cost of living increases, if applicable) plus indirect costs such as Fringe Benefits, Overhead, Facilities Capital Cost of Money (FCCM), General and Administrative (G&A). Fee or Profit may be included in the loaded hourly rate also. Subcontractor loaded hourly rates may include the subcontractor's indirect costs plus the subcontractor's fee. To the extent it is consistent with the contractor's normal accounting practices, the contractor may apply applicable indirect costs to subcontractor costs. However, the contractor is not permitted to apply fee or profit onto subcontractors costs.

Indirect cost rates as well as the percentage of fee shall be negotiated and fixed at time of Contract award and shall remain fixed for the entire term of the Contract (to include Option Periods, if applicable).

#### B.4.2 "Regular" Loaded Hourly Rates

Regular Loaded Hourly Rates reflect rates paid to a Contractor or Subcontractor's employee for work performed during the employee's normal workweek (generally 40 hours per workweek).

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B.4.3 "Overtime"

- a. "Normal Workweek" means, generally, a workweek of 40 hours. However, a workweek in excess of 40 hours can also be considered "normal" if: 1). The workweek does not exceed the norm for the area or industry, as determine by the customary practice, or law; and 2). The hours worked in excess of 40 in the workweek are not compensated at a premium rate of pay.
- "Overtime" means time worked by a Contractor's employee in excess of the employee's normal workweek.
- c. "Overtime Premium" means the difference between the Contractor's regular rate of pay to an employee for the shift involved and the higher rate paid for overtime.
- d. "General Policy" Overtime shall be used only when approved in advance by the Contracting Officer. Exceptions to this for qualified individuals may be approved if both the Contractor and the NHTSA Contracting Officer agree that an alternate work schedule is in the best interest to support Government requirements. Overtime shall be used only upon prior approval of the Contracting Officer.

B.4.4 "Task Order"

A document that specifies work to be accomplished by the Contractor to satisfy a Government requirement (See Section G.1). Task Orders will include the scope of work, period of performance, completion schedules, technical requirements, performance standards and acceptance criteria for deliverable products and agreed upon ceiling amount. Task Orders will be awarded on a competitive basis.

A task order requirement will be identified as either a Lot A or Lot B requirement. With the exception of Task Orders issued to fulfill the minimum obligation of the government under this contract, all contractors who were awarded a contract for a specific Lot will be given a fair opportunity to compete for task orders to be issued in that Lot. Award will be made to that contractor whose Task Order proposal represents the best-value to the government (technical and price factors considered.) Each Task Order requirement will include specific award criteria which will be used by NHTSA in determining the best value offer.

Task Orders shall be considered "awarded" upon signing and dating of the Task Order by the NHTSA Contracting Officer. Task Orders become financial obligations of the Government at the time of award. Indefinite Quantity, Time and Materials Contracting procedures will be used in procuring services under Task Orders.

B.4.5 "Task Order Period of Performance"

As it appears on each Task Order, the Task Order Period of Performance specifies the date on which the work shall commence and the date on which the work shall be completed. The commencement date may or may not coincide with the date of award defined in B.4.4 above. In any event, the Period of Performance shall dictate the time frame in which work under the Task Order is to be performed.

## B.4.6 "Management Work Plan"

A document prepared by the Contractor which describes the work the Contractor will perform to satisfy the requirements of the Government for a particular Task Order. The plan shall include a project summary, description of activities that will be performed to deliver the required products and/or services, completion schedule and milestone chart, staffing schedule, and itemized costs.

#### B.4.7 "Deliverable Products"

Any tangible deliverable product produced as the result of requirements specified in the Contract. A Deliverable Product may include: Progress reports; Data reports; Events reports; and Final reports. All deliverable products developed under the auspices of this Contract become the property of the U.S. Government.

#### B.4.8 Travel Costs

Travel costs shall be reimbursed in accordance with FAR Part 31, as applicable to the Contract, including all appropriate indirect costs allocated in accordance with the Contractor' usual accounting practices consistent with the FAR.

Costs incurred for lodging, meals and incidental expenses shall be reimbursed <u>only</u> to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations (for travel in the conterminous United States) and the Joint Travel Regulations (for travel in Alaska, Hawaii, Puerto Rico and territories and possessions of the United States). Specific written approval from the Contracting Officer must be obtained in advance of any travel to foreign areas.

Non-reimbursed Travel: Travel expenses of any kind incurred for personal convenience between home and Contractor's business location (or, in the case of subcontractor personnel, home and the subcontractor) will not be reimbursed hereunder. Costs for travel to and from NHTSA Headquarters involving the Contractor or Subcontractor personnel assigned to NHTSA will not be reimbursable under the resultant Contract. Any questions concerning NHTSA travel policy shall be directed to the Contracting Officer before costs are incurred.

NHTSA shall reimburse travel costs in accordance with the cost principles and procedures of FAR Part 31.205-46, Travel Costs as follows:

- (a) Travel for such personnel shall be governed by the Federal Travel Regulations, prescribed by the General Services Administration, for travel in the conterminous 48 United States; or
- (b) Travel for such personnel shall be governed by the Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribe by the Department of Defense (DoD), for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States; or
- (c) Travel for such personnel shall be governed by the Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances For Foreign Areas, prescribe by the Department of State, for travel in areas not covered above.

The Federal Travel Regulations are available, on a subscription basis, from the Superintendent of Documents, U.S. Government Printing Office, Washington D.C. 20402. When ordering, the stock numbers for (a), (b), and (c) above are 922-002-00000-2, 908-010-00000-1, and 744-008-00000-0, respectively.

- B.4.9 <u>Labor Categories and Descriptions</u>: The following defines the duties each labor category may be responsible for performing. This list, however, is not to be considered all inclusive.
  - a. The Principal Investigator organizes and monitors the contractor's staff to provide optimum technical and scientific support. Plans and budgets the contract and task order effort, coordinates with the NHTSA/COTR (Contracting Officer's Technical Representative).
  - The Project Manager oversees the daily conduct of the project, including contractor staff
    effort, and attends to budget concerns and maintaining the schedule for milestones and
    deliverables.
  - c. The Statistician oversees the statistical analysis of the evaluation effort, specifies the types of analysis that will be performed on the data, statistical methods, sampling approach (if appropriate) and software packages that may be used to complete the analysis and conducts the analyses.
  - The Research Associate/Assistant assists in the performing the evaluation or research design, and aids the principle investigator.
  - The Focus Group Moderator conducts and interacts with focus groups to ask questions and solicits responses from the selected population members.
  - f. The Graphic Artist/Document Designer prepares the graphics and layout design of deliverables, such as reports, "How To" books, or presentations.
  - g. The Human Factors Specialist works with the principal investigator to develop data collection plans based on human and environment interface, and in obtaining the necessary data on human factors or technology projects.
  - The Engineer works with the principal investigator to develop data collection plan based on technology requirements of specific task orders, and in obtaining the necessary data on technology projects.
  - The Data Collectors assist in carrying out the research or evaluation design by gathering the specified information, by hand or computer or in person, as specified in the research plan.

- The Data Entry enters data collected from the field into database(s) as specified in the individual task order.
- The Clerical performs office administration functions including typing, copying, filing, reception, etc.
- The Editor reviews written deliverables, including interim, draft, and final reports to
  ensure clarity, grammatical correctness and readability.

# B.5 PRICE SCHEDULES:

# LOT A - "FIELD DATA COLLECTION"

(See Attachment 1, Price Schedules B.5.1 through B.5.5)

# LOT B - "HUMAN FACTORS AND TECHNOLOGICAL RESEARCH"

(See Attachment 1, Price Schedules B.5.6 through B.5.10)

# SECTION C - DESCRIPTION, SPECIFICATION, WORK STATEMENT STATEMENT OF WORK

#### C.1 BACKGROUND

The National Highway Traffic Safety Administration's (NHTSA) Office of Research and Technology plans and conducts a national behavioral research, test, demonstration, and technology development program to build a scientific information base supporting development and implementation of programs to prevent or reduce unsafe behaviors of road users and to promote safe driving behaviors. Research areas include: impaired driving and non-use of occupant protection restraints; speeding and unsafe driving behaviors; pedestrian, bicyclist, motorcyclist, and young and older road users safety; driver education and training; enforcement, prosecution and judicial services; and emergency medical services. The Office of Research and Technology conducts research in the development of promising countermeasure programs to determine effectiveness, and evaluates selected State and local countermeasure programs and NHTSA demonstration programs aimed at reducing or eliminating unsafe actions and crash-generating situations. Examples of studies conducted by the Office of Research and Technology can be found at: <a href="http://www.nhtsa.dot.gov/people/injury/research/index.html">http://www.nhtsa.dot.gov/people/injury/research/index.html</a>

#### C.2 PURPOSE

The purpose of this contract is to acquire services, on a Time and Materials, Indefinite Delivery, Indefinite Quantity (IQC) basis, from a contractor with a range of research skills in field data collection, human factors and technological research. Many potential research opportunities will require a quick response or turn-around. With the exception of task orders issued to fulfill the minimum obligation of the government under this contract, task orders will be issued on a competitive basis to obtain professional and technical services.

## C.3 GENERAL REQUIREMENTS

This contract will be used to collect, analyze, and report on traffic safety data on an as-needed basis. These requirements may include any or all of the following activities: literature reviews, research design, data collection, subject recruitment, conducting focus groups, program implementation, technological design, human-environment interface, statistical analysis, and report preparation. Any of these activities may involve data collection at a local, state, or federal level.

Some typical examples of the kinds of data to be collected are:

- Department of Motor Vehicle (DMV) driver records
- · arrest records
- · court records
- crash data
- motor vehicle fatality
- public attitudes
- safety equipment usage (e.g., observation of safety belt or child restraint usage)
- human and environment or technological interface
- · the impairing effects of alcohol or drug use
- · attitudes and opinions of traffic safety officials
- program process information (i.e., how well a program runs from an operations viewpoint)
   Some data may be available on-site as archival data, other data will need to be collected as part of the task order requirement. In some instances, survey data collection procedures may require prior approval from the Office of Management and Budget (OMB).

Of the different potential research activities listed above, NHTSA has grouped these research activities into two (2) categories: 1) Lot A "Field Data Collection" and 2) Lot B "Human Factors or Technological Research." This contract shall cover Lots A and B.

- LOT A An example of a field data collection activity would be gathering information on local DWI saturation patrols. A contractor may be required to collect data on how many patrols are conducted, how many officers are involved, how many drivers are stopped, how many DWI and other arrests are made from these patrols, and how much funding is involved to run these patrols? Another example would be examining the effectiveness of a safety belt program for teenagers. In this case, data collection may include learning how the program was developed and implemented and associated costs, and whether safety belt usage has gone up, and how well the program operates from an operations standpoint. Many of the potential research projects that could be awarded under the resultant contract would require obtaining state and federal motor vehicle crash and fatality data, and properly analyzing the data to determine whether a program had a statistically significant effect on reducing crashes and saving lives.
- LOT B An example of a human factors or technological study would be determining whether a newly developed device appropriately establishes whether a person who has been drinking is "fit" to drive. Another example would be whether parents can correctly use child safety seats, and determining any limitation to proper use. A third example is whether a speed-monitoring device has any impact on actual driving speed.

Contractors should note that some task order requirements may be applicable to NHTSA policy on the protection of human subjects in NHTSA conducted, sponsored or regulated research. For research involving the use of human subjects, and human surrogates, the applicant must comply with the requirements of 49 CFR Part 11 governing protection of human subjects in connection with all proposed research activities.

No research activity performed, funded or regulated, in whole or in part, by NHTSA may involve human subjects or human surrogates unless:

- The research has been reviewed and approved by an Institutional Review Board (IRB), established in accordance with the requirements of 49 CFR Part 11 and 45 CFR Part 46, with a current assurance appropriate for the research in question approved by and on file with the Office for Protection from Research Risks, HHS;
- The IRB that initially reviewed and approved the research will subject it to continuing
  review at intervals appropriate to the degree of risk, but not less than once per year, and
  shall have authority to observe or have a third party observe consent process and research;
  and
- 3. Prior to commencement of the research, the Contractor or funding recipient submits to the NHTSA CO a certification of IRB review and approval, and of continuing IRB review, and unless NHTSA already has a copy of its current assurance on file with HHS, a copy of the applicable assurance, which shall be retained by the program office overseeing the research.

## C.4 SPECIFIC REQUIREMENTS

Note: As used in this contract, the term "day" shall be interpreted as "calendar day."

- C.4.1 <u>Initial "Kick-Off" Meeting</u> Within fourteen (14) days from Contract award, key members of the contractor's staff who will be assigned major responsibilities for carrying out the task of the resultant contract shall meet personally with the NHTSA Contracting Officer's Technical Representative (COTR) and other NHTSA staff. The purposes of the initial "Kick-Off" meeting will be to:
  - (1) Review any contractual matters, including terms and conditions of the Contract;
  - Review and discuss Section C.3 of the Contract and to ensure a common understanding of the general requirements; and
  - (3) Entertain any questions the contractor may have regarding the administration of this contract and resultant task orders.

# C.4.2 Other Specific Requirements:

Other requirements will be specified in each Task Order.

## SECTION D - PACKAGING AND MARKING

Preservation, packaging, and packing of all shipments or mailing of all work delivered under the resultant Contract shall be done in accordance with good commercial practices and to ensure acceptance by common carrier (if applicable) and safe transportation at the most economical rate(s).

All deliverables under the resultant Contract shall be sent to the "Place of Delivery", as specified in Section F, Deliveries or Performances, Subsection F.3, Deliverables and Milestones, and under each individual Task Order (See Note).

NOTE: In an effort to protect employees working at Federal Government Facilities, the
Department of Transportation (DOTy/National Highway Traffic Safety Administration
(NHTSA) is currently screening/testing all incoming mail for harmful and potentially fatal
substances. Due to the screening/testing procedures at the DOT/NHTSA, incoming mail
may be delayed in reaching their intended recipient. The Contractor is solely responsible for
ensuring that all deliverables under the resultant Contract reach their intended recipients at
DOT/NHTSA—on time—in accordance with Section F, Deliveries or Performance,
Subsection F.3, Deliverables and Milestones (the same shall apply to Deliverables and
Milestones Schedules under each individual Task Order).

To the extent practicable, the Contractor should transmit deliverables electronically, via E-mail.

#### SECTION E - INSPECTION AND ACCEPTANCE

### E.1 52:246-6 INSPECTION-TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)

- (a) Definitions. "Contractor's managerial personnel," as used in this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—
  - (1) All or substantially all of the Contractor's business;
  - (2) All or substantially all of the Contractor's operation at any one plant or separate location at which the contract is being performed; or
  - (3) A separate and complete major industrial operation connected with the performance of this contract.
  - "Materials," as used in this clause, includes data when the contract does not include the Warranty Data clause.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as prompt as practicable after delivery, and they shall be presumed accepted sixty 60 days after the date of delivery, unless accepted earlier.
- (f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements.

Except as otherwise specified in paragraph (h) below, the cost of replacement or correction shall be determined under the Allowable Cost and Payment clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

- (g) (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—
  - By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
  - (ii) Terminate this contract for default.
  - (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.
- (h) Notwithstanding paragraphs (f) and (g) of this clause, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to (1) Fraud, lack of good faith, or wilful misconduct on the part of the Contractor's managerial personnel or (2) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.
- This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.
- (j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.
- (k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

## E.2 INSPECTION AND/OR ACCEPTANCE

The NHTSA COTR as designated in this contract shall be responsible for inspecting all services and deliverables rendered under this contract and for recommending acceptance or replacement/correction of services or deliverables that fail to meet the contract requirements to the NHTSA Contracting Officer.

#### SECTION F - DELIVERIES OR PERFORMANCES

# F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

The Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es). http://www.arnet.gov/far

NOTE: Those clauses marked with an "X" are hereby incorporated by reference.

X 52.242-15 Stop Work Order (AUG 1989)
Alternate I (APR 1984)

X 52.247-35 F.O.B. Destination, Within Consignee's Premises (APR 1984)

#### F.2 PERIOD OF PERFORMANCE

#### F.2.1 Base Period

All work required hereunder, including preparation, submission, review of any and all reports, shall be completed within the Base Period of thirty-six (36) months after the effective date of the resultant Contract.

#### F.2.2 Option Period

The Government reserves the right to exercise options to extend the term of the Contract, on a twelve (12) month basis for two (2) renewable option periods, subject to the provisions of Section H.1, OPTION TO EXTEND THE TERMS OF THE CONTRACT. The total possible period of performance (to include option periods) is sixty (60) months.

#### F.2.3 Period of Performance: Task Orders

- a. Task Orders may be placed under the resultant Contract from the effective date of the Contract through the Contract's scheduled expiration date. However, the performance period of such individual Task Orders may extend beyond the Contract's expiration date and shall have precedence, except that the performance of the individual Task Order shall not exceed the Contract's expiration date (expiration date of the Base period or expiration date of the exercised option period) by more than three (3) months. All terms and conditions of the Contract shall be in effect until such time as all Task Orders have been completed.
- b. If the Government <u>does not exercise</u> the option to extend the term of the resultant Contract, and the performance period of an executed Task Order extends past the expiration date of the Contract, the Government shall reimburse the Contractor at the rates specified in the executed Task Order.
- c. If the Government does exercise the option to extend the term of the resultant Contract, during which work will be performed under a Task Order executed during the previous term, the Contractor may submit a proposal/request to modify such a Task Order to accommodate the labor rates in effect during the extended Contract

term. The Contractor will be required to submit such a proposal/request so that it is received by the Contracting Officer no more than thirty (30) calendar days after the option to extend the term has been exercised; any such proposal/request must identify the hours expended during the previous term, and the projected hours to complete the Task Order during the extended term. The Contracting Officer will assess the proposal/request and, as appropriate, modify the Task Order to allow for billing at the applicable rates and provide for any necessary funding adjustments.

## F.3 DELIVERABLES and MILESTONES

Delivery/Milestone schedule

To the maximum extent possible, the contractor shall utilize electronic methods for communicating all deliverable information. The preferred method is e-mail and then, in descending order of preference:

CD ROM delivered by commercial carrier Hardcopy delivered by commercial carrier CD ROM delivered by USPS Hardcopy delivered by USPS.

The following Deliverable/Milestone schedule applies to the resultant Contract:

No.	Deliverables(D)/Milestones(M)	Due Date
1.	Kickoff Meeting (M)	14 days following award of the Contract.
2.	Task Order Progress Report (M)(D)	No later than the 15th of the month following the month being reported.
3.	Additional Items as Specified on Delivery Schedule of Each Task Order, as required (M)(D)	In accordance with the specific requirements as stated in each individual Task Order.
4.	Correspondence addressing administrative issues related to the umbrella IQC. (D)	As required.

## b. Place of Delivery/Number of Copies

All deliverable items shall be furnished to the following addressees:

Item Nbr.	Address
	US Department of Transportation
	NHTSA
2, 4	Code NPO-320, Room 5301
	400 7th Street SW
	Washington DC 20590
	Attn: S. Peter Shultz (Contracting Officer)
	Pete.Shultz@dot.gov
	US Department of Transportation
	NHTSA
	Code (To be provided at time of Task Order Award)
2, 3	400 7th Street SW
	Washington DC 20590
	Attn: (Task Order Manager's name will be provided at time of Task Order)
	E-Mail Address (To be provided at time of Task Order Award)
4	US Department of Transportation
	NHTSA
	Code NTI-130,
	400 7th Street SW
	Washington DC 20590
	Atta: Amy Berning (Contracting Officer's Technical Representative)
	Amy.Berning@dot.gov

# F.4 BRIEFING/MEETINGS AND REPORTING REQUIREMENTS

- It is envisioned that meetings, conferences, and conference calls between NHTSA and the Contractor will be required during term of the resultant Contract.
- b. Task Order Progress Reports At a minimum, the Task Order Progress Reports include:
  - Contract Number:
  - · Task Order Number:
  - · Descriptive title of the Task Order;
  - · Period of Performance covered by the progress report;
  - Worked performed during the reporting period;
  - · Any conclusions reached:
  - Any problems encountered and the contractor's approach to solving/correcting those problems;
  - · Any actions required of NHTSA:
  - · Planned actions for the upcoming reporting period.

Individual Task Orders may require additional information to be included in the Progress Reports. If so, they will be specifically addressed in the task order.

c. <u>Task Order Final Report/End Product</u> – The Task Order Final Report and/or End Product will be specified by each Task Order issued under the resultant Contract.

# SECTION G - CONTRACT ADMINISTRATION DATA

### G.1 TASK ORDERS

Task Orders will be used to obtain the required services and other support involving activities stated in Section C as identified by the Government. Task Orders issued under this contract will be negotiated and ordered on an as-required basis by the NHTSA Contracting Officer (CO). For other than task orders issued to fulfill the government's contractual minimum obligation and other exceptions as allowable under FAR Part 16.505, contractors shall be given fair opportunity to compete for award of a task order within a specified LOT. Only those Contractors with contracts in the Lot for which the task order is being competed will be given fair opportunity to compete.

The following procedures will be used in issuing Task Orders under the resultant Contract:

- a. NHTSA personnel will prepare a statement of the work requirements, including projected milestones and deliverables, and a description of the necessary support required. The NHTSA CO will submit the proposed Task Order Request for Proposal to the Contractor(s) for evaluation. The Task Order Request for Proposal will include an explanation as to how Task Order proposals will be reviewed.
- b. The Contractor(s) shall prepare and submit to the NHTSA CO an estimate of the resources necessary to fulfill the work requirements and the proposed cost. The cost proposal shall be submitted on a time-and-materials basis. The prices proposed by the contractor for any services or support provided for in Section C shall incorporate the applicable prices cited in this contract's price schedules. The rates used in preparing the contractor's proposal shall reflect the rates in effect during the performance period of the task order. The Contractor(s) may, on occasion, be required to submit a Technical proposal as well. If a technical proposal is required, the task order will include an explanation as to how proposals will be evaluated.
- c. The NHTSA CO and the NHTSA program personnel will evaluate the Contractor's proposal, clarify or discuss any concerns, discuss the ceiling amount for the work being ordered and the delivery schedule, and make an award to the contractor whose proposal terms and conditions are considered by the government to represent the "best value."
- d. Personnel assignments proposed by the Contractor may be approved by the NHTSA CO prior to appointments being made. The NHTSA CO reserves the option to refuse a personnel appointment
- Task Orders shall be bilateral agreements between the NHTSA CO and the Contractor.
- f. The task order, may require that the NHTSA COTR to discuss the details and requirements of the Task Order prior to commencement of work. The meeting will usually be held at NHTSA's offices at 400 Seventh Street, SW, Washington D.C., or a location that is both convenient to the Contractor and the NHTSA COTR. The

outcome of this meeting will be a clear understanding of the goals and objectives of the Task Order. At this meeting, the contractor shall raise any questions about the Task Order for clarification of issues and anticipated potential obstacles to the successful completion of the Task Order on time and within budget. The contractor's questions will be resolved to the satisfaction of both the contractor and the NHTSA COTR. Based on this meeting and resolution to the work plan, the Contractor shall promptly commence the work specified.

g. The task order may be modified by supplemental agreement executed by both parties.

## G.2 TASK ORDER FORMAT AND CONTENT

Each Task Order issued under this contract shall be executed by authorized representatives of both parties and shall consist of the following:

- A face page which identifies the Contract Number and the assigned Task Order Number. The Task Order shall identify the Fiscal Year and be numbered.
- A project title and statement of work, identifying milestones and deliverables, including any reporting requirements.
- c. A period of performance.
- d. A financial administration section which indicates the Task Order Ceiling Price based upon the labor-hours and other direct costs. This section shall specify the amount obligated and the accounting data charged with the obligation. In addition, the frequency of invoicing and the designated billing office shall be stated.
- e. A list of any Contractor employees identified as Key Personnel. In addition, if applicable, the designation of the NHTSA Task Order Manager (TOM) for the effort provided for under the individual Task Order.
- f. A Property section if the Contractor is authorized to acquire, or if the Government is obligated to furnish, property under the Task Order. Title determination shall be specified if property acquisition is authorized.
- g. Any other special provisions appropriate for the Task Order for which discussions were conducted and agreement reached by the parties. Such provisions may involve limitations on the use of proprietary data, rights in computer software, etc.

# G.3 LIMITATION OF FUNDS (TASK ORDERS)

- a. The amount presently available for payment by the Government and allotted to any Task Order issued under this contract will appear on each individual Task Order face page under the heading "Accounting and Appropriation Data" as "Funds Currently Available". The period of performance covered by the "Funds Currently Available" will appear next to the heading "Funded Period of Performance." For Task Orders not fully funded at time of Task Order award, the parties contemplate that the Government will allot additional funds incrementally up to the ceiling specified on each individual Task Order. The Contractor agrees to perform, or have performed, work on each Task Order up to the point at which the total amount paid and payable by the Government under any Task Order approximates, but does not exceed, the total amount actually allotted by the Government to the Task Order.
- b. The Contractor shall notify the NHTSA CO in writing whenever it has reason to believe that the costs it expects to incur under any Task Order in the next sixty (60) days, when added to all costs previously incurred, will exceed 75 percent of the total amount so far alloited to the Task Order by the Government. The notice shall state the estimated amount of additional funds required to continue performance for the period specified on the Task Order as "Funded Period of Performance."
- c. Sixty (60) days before the end of the period specified on any Task Order, the Contractor shall notify the NHTSA CO in writing of the estimated amount of additional funds, if any, required to continue timely performance under the Task Order and when the funds will be required.
- d. If, after notification, additional funds are not allotted by the end of the funded period specified on any Task Order or another agreed-upon date, upon the Contractor's written request the NHTSA CO will terminate the Task Order on that date in accordance with the provisions of the Termination clause of this Contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the NHTSA CO may terminate the Task Order on that later date.
- e. Except as required by other provisions of the resultant Contract, specifically citing and stated to be an exception to this clause-
  - The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to any Task Order; and
  - (2) The Contractor is not obligated to continue performance under any Task Order (including actions under the Termination clause of this Contract) or otherwise incur costs in excess of the amount then allotted to any Task Order by the Government until the NHTSA CO notifies the contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total allotted by the Government to any Task Order under the resultant Contract.
- f. No notice, communication, or representation in any form other than that specified in

subparagraph e.(2). above, or from any other person other than the NHTSA CO, shall affect the amount allotted by the Government to any Task Order under the resultant Contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to any Task Order, whether incurred during the course of the Task Order or as a result of termination.

- g. When, and to the extent that the amount alfotted by the Government to any Task Order is increased, any costs the Contractor incurred before the increase that are in excess of the amount previously allotted by the Government shall be allowable to the same extent as if incurred afterward, unless the NHTSA CO issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.
- Change orders shall not be considered an authorization to exceed the estimated cost to the Government specified in the Schedule, unless they contain a statement increasing the estimated cost.
- i. Nothing in this clause shall affect the right of the Government to terminate any Task Order under the resultant Contract, or the Contract in its entirety. If this Contract, or any Task Order under the resultant Contract, is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under Task Order.

### G.4 PAYMENTS

Payments under this contract shall be in accordance with the provisions of FAR 52.232-7 Payments under Time-and-Materials and Labor-Hour Contracts (AUG 2005) and 52.232-25 Prompt Payment (OCT 2003), both of which are incorporated by reference under this Solicitation and resultant Contract.

### G.5 SUBMISSION OF INVOICES

- (a) Invoices shall be submitted in an original to:
  DOT/NHTSA
  Mike Monroney Aero Center
  Accounts Payable Branch, AMZ-150
  P.O. Box 268911
  Oklahoma City, OK, 73126
- (b) The following data shall be included in an invoice to be considered proper:
  - Contractor name and address.
  - (2) Invoice date and invoice number (The Contractor should date invoices as close as possible to the date of the mailing or transmission).
  - (3) Contract Number and Task Order Number.
  - (4) Invoice Billing Period,

- (5) Description, price, and quantity of property and services actually delivered or rendered during the billing period specified on the invoice. The detail shall include the direct labor hours performed by each labor category, the applicable rate, and the extended totals. Labor charges are to be substantiated by individual daily job time cards or a record of time worked showing individuals used, hours worked and amounts charged, with such records to be retained by the Contractor and made available for the Government's inspection. Any other costs of support provided, including materials, subcontracts, supplies and travel shall be shown separately and in such detail to indicate quantity provided, the applicable rate/multiplier and the extended totals.
- (6) Certification that the hours worked and individuals being charged to the Government are correct, and that the dollar amounts invoiced were incurred for the work performed. (The NHTSA COTR will certify that the work was performed during the billing period and that the work is satisfactory.)
- (7) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms.) Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
- (8) Name and address of Contractor official to whom payment is to be sent (shall be the same as that in the Contract or in a proper notice of assignment.)
- (9) Name (where practicable), title, phone number and mailing address of person to be notified, in the event of a defective invoice.
- (10) Other substantiating documentation or information as required by the resultant Contract.
- (11) The NHTSA Task Order Manager's Name
- (12) The NHTSA Contracting Officer's Name
- (13) Contractor's TIN
- (14) Contractor's DUNS
- (c) If the invoice does not comply with these requirements, then the Contractor will be notified of the defect within seven (7) days after receipt of the invoice at the designated billing office.

- (d) The documents furnishing the information required in this section must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.
- (e) Contractor failure to properly designate a financial institution or to provide appropriate payee bank account information may delay payments of amounts otherwise properly due.

#### G.6 PAYMENT DUE DATE

For purposes of the resultant Contract, interim payments for incremental performance under an individual Task Order shall be treated as "contract financing payment" and the final payment provided under an individual Task Order at the completion of the work requirements shall be treated as an "invoice payment" as these terms are defined in FAR subpart 32.

- Payments under this contract will be due on the 30th calendar day after the later of:
  - The date of actual receipt of a proper invoice in the office designated to receive the invoice, or
  - (2) The date the supplies and/or services are accepted by the Government.
- b. The date of the check issued in payment or the date of payment by wire transfer through the Treasury Financial Communications system shall be considered to be the date payment is made.

## G.7 INTEREST ON OVERDUE PAYMENTS

- Invoice payments shall be assessed an interest penalty for payment delays in accordance with the provisions of FAR 52.232-25 Prompt Payment (OCT 2003).
- (b) Contract financing payments shall not be assessed an interest penalty for payment delays.

### G.8 METHOD OF PAYMENT BY ELECTRONIC FUNDS TRANSFER

Payments made under the resultant Contract shall be made via Electronic Funds Transfer (EFT). To facilitate this method of payment, the Contractor shall register in the Central Contractor Registration (CCR) database pursuant to FAR Clause 52.204-7 (OCT 2003), Central Contractor Registration. The Contractor shall remain so registered in the CCR database until final payment is submitted and made.

Additionally, the Contractor shall comply with the requirements of solicitation provision 52.232-38, Submission of Electronic Funds Transfer Information With Offer (MAY 1999), found in full text in Section L, and resultant Contract clause 52.232-33, Payment by Electronic Transfer – Central Contractor Registration, which has been incorporated by reference in Section I, Clauses.

# G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

- a. The performance of the work required under the resultant Contract shall be subject to the technical direction and surveillance of such person(s) as designated in writing by the Contracting Officer (CO) as the Contracting Officer's Technical Representative(s) (COTR).
- b. As used herein, "technical direction" is direction to the Contractor which fills in detail, requires pursuit of certain lines of inquiry, or otherwise serves to facilitate the Contractor's compliance with the Contract, and performance of individual Task Orders. To be valid, such technical direction shall:
  - Be consistent with the work requirements set forth in an individual Task Order
  - Not constitute a new work assignment, nor change the express terms and conditions or specifications of an individual Task Order; and,
  - Not constitute a basis for any increase in the cost of any individual Task Order, or extension to the delivery schedule of any individual Task Order.
- c. The Contracting Officer is the only individual who can legalty commit or obligate the Government for the expenditure of public funds. The technical administration of the resultant Contract shall not be construed to authorize the revision of the terms and conditions of the resultant Contract. The Contracting Officer shall authorize any such revision only in writing.
- d. In the event any Government Technical Direction is interpreted by the Contractor to fall within the FAR 52,243-3 "Changes-Time-and-Material or Labor-Hour" clause, the Contractor shall not implement such direction, but shall notify the Contracting Officer in writing of such interpretation within five (5) calendar days after the Contractor's receipt of such direction. Such notice shall include (1) the reason upon which the Contractor bases its belief that the Technical Direction falls within the purview of the "Changes" clause; and (2) the Contractor's best estimate as to any revisions to the terms of any issued Task Order necessary to implement the Technical Direction.

# G.10 CONTRACTOR'S PROJECT MANAGER

- a. The Contractor shall appoint a Project Manager who will be the Contractor's authorized supervisor for technical and administrative work performed under this contract. The Project Manager shall provide the single point of contact between the Contractor and the NHTSA COTR or other duly authorized representative under this contract.
- b. The Project Manager shall receive and execute, on behalf of the Contractor, such technical assignment directives as the NHTSA COTR or his duly authorized representative may issue within the terms and conditions of the resultant Contract.

## G.11 Transportation Acquisition Regulation Clause (TAR) 1252.215-70, KEY PERSONNEL AND/OR FACILITIES (OCT 1994)

- (a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel and/or facilities, as appropriate.
- (5) Prior to removing, replacing, or diverting any of the specified individuals or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.
- (c) The Contractor shall not remove, replace, or divert any key personnel and/or facilities without obtaining the prior written consent of the Contracting Officer. The Contracting Officer may ratify in writing, the change and such ratification shall constitute the consent of the Contracting Officer required by this clause.

The Key Personnel and/or Facilities under this Contract:

## G.12 SURVEILLANCE OF SERVICES AND TIME RECORDS

(a) The official(s) designated below shall be responsible for appropriate surveillance of all services to be performed under the contract. In so doing, such official(s) shall have the right to (I) reviews for accuracy the contractor; time and attendance records of all workers assigned under the contract; (2) make frequent periodic visits to the work site to check on the presence of workers whose time is charged thereto.

Name: Amy Berning

Address: DOT/NHTSA/NTI-130

400 Seventh Street, S.W., Washington Dc 20590

Telephone No.: 202-366-5587

When performance is at the Government site, the contractor's representative shall contact the Government representative named above upon arrival at and departure from the work site. If access to a security area is required, the designated Government representative will provide continuous escort service for contractor's representative.

(b) Designation of "Alternate" COTR. In the event that the NHTSA COTR of record is unavailable for a period of time that would jeopardize the timely certification of incoming invoices, then the person indicated below has been designated by the NHTSA Contracting Officer to perform the functions associated with the certification of invoices ordinarily performed by the NHTSA COTR. The "Alternate" COTR shall have no other OTNH22-06-D-00039 BAH "Behavooral, Technological & Human Factors Research for Traffic Safety LOTS A&B"

responsibility under the Contract than to certify invoices in the absence of the NHTSA COTR.

The official(s) designated below shall be responsible for reviewing and certifying invoices *ONLY* in the absence of the designated NHTSA COTR:

Name: Joey Syner

Address: 400 Seventh Street, S.W., Room

Telephone No.: 202-366-1770

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

## H.1 OPTION TO EXTEND THE TERM OF THE CONTRACT

- a. The Government may extend the term of this contract by two <u>Twelve (12) month option periods</u> by written notice to the Contractor prior to the expiration date; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least sixty (60) days before the contract expires. The preliminary notice does not commit the Government to an extension.
- If the Government exercises this option, the extended contract shall be considered to include this option provision.
- c. The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty (60) months.

If the decision is made to extend the term of the Contract, the NHTSA Contracting Officer will execute a modification to the Contract prior to Contract expiration. If the Government exercises the Option Period to extend the term of the Contract, Section F.2 entitled: "Period of Performance" will be modified accordingly to reflect the new contract expiration date, and the estimated ceiling amount of the Contract will be modified to reflect the increase resulting from the exercised Option Period.

## H.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the resultant Contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise the option by written notice to the Contractor within sixty (60) days of contract expiration date.

### H.3 SPECIFICATIONS FOR FILM

Any film required under the resultant Contract shall be provided in accordance with the following:

- a. <u>Specifications</u>: At the very beginning of the film, and for each separate segment, include an identification placard or slate covering the following description of the film:
  - project title
  - test number where appropriate
  - date filmed
  - type of test, vehicle or product being filmed
  - conditions of test or product being filmed
- b. <u>Film Preservation and Identification</u>: The film actually shot in the camera (the original) should never be screened. After the original is developed, add an identifying leader to the beginning of the film (the head) with the following on it:

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- project title
- inclusive test numbers where appropriate
- the name, of the filming organization
- contract number
- date
- the word "original"
- Film Editing: Edit the work-print to remove extraneous material.
- d. <u>Films for Circulation</u>: Reproduce prints for distribution (release prints) from the original film based on the final edited work-print.
- e. <u>Film Abstract</u>: Prepare an abstract with catalog data the film's content to accompany the print forwarded to the Technical Information Services, NPO-200, 400 7th Street, SW, Washington, DC 20590. Sample of Document Analysis Work is appended.
- f. <u>Disposition of Films</u>: On or before the date specified in each Task Order, the Contractor shall deliver to the Technical Information Services, NPO-200:
  - (a) The original film
  - (b) The B-wind master
  - (c) All other prints required by the contract
  - (d) A copy of the abstract.

# H.4 PHOTOGRAPHS AND LINE ART FOR CAMERA-READY COPY

Photographs and/or line art which included in any report and which are to be reproduced the same size should be affixed to the manuscript pages on which they will appear. No further work is required.

If changes must be made to Photographs or art (e.g. reductions or enlargements), each piece should be affixed separately to lightweight posterboard, leaving a one (1) inch margin on all four (4) sides. The pieces should then be numbered sequentially in the lower right corner, with each number preceded by a capital "A" (e.g. A-1, A-2, A-3, etc.). The same alpha-numeric sequence should be made with light blue peucil on the pages where the photos and art are to appear. This will help the printer determine exactly where each loose photo or piece of art belongs on the page. Do not write or mark on the front or back of any photo or piece of art.

# H.5 CONFIDENTIALITY OF REPORTS AND OTHER DATA

Neither the Contractor nor any employee thereof shall divulge to any third party: (1) any information relating to procedures used, results obtained or work required by and/or performed under the resultant Contract; or (2) any information provided by any party to assist the Contractor in the performance of the resultant Contract without the written consent of the NHTSA CO.

# H.6 NHTSA REVIEW OF ANNOUNCEMENTS OR PUBLISHING

The Contractor agrees that neither the Contractor, nor any subcontractor, shall make public releases of information or any matter pertaining to the resultant Contract, including, but not limited to, advertising in any medium, or presentation before technical, scientific, or industry groups, without the prior written approval of the NHTSA CO. The provisions of this clause shall survive the

expiration of the resultant Contract. Additionally, the provisions of this clause shall be included in all subcontracts at any tier.

#### H.7 STANDARDS OF EMPLOYEE CONDUCT

The Contractor is responsible for maintaining satisfactory standards of employee competency, conduct, and integrity.

## H.8 508 Compliance

All materials developed under the resultant Contract shall comply with the accessibility standards at 36 CFR 1194.22 that implements section 508 of the Rehabilitation Act of 1973, as amended.

For more information visit-

http://www.accessboard.gov/sec508/guide/1194.22.htm

Any additional or other requirements pertaining to publications and material development will be addressed specifically in each individual Task Order

# H.9 <u>COMPUTER PROGRAMS/DATA BASES/PRINTER LAYOUTS AND LOGIC TABLES (Revised May 1994)</u>

#### a. General

All computer programs, data files, tables and associated documentation developed under the resultant Contract are the property of the Federal Government and shall be delivered by the Contractor, as mutually agreed upon with the NHTSA COTR before the due date, in accordance with the following paragraphs. All computer programs and data bases developed without Federal funds, and used in performance of the resultant Contract remain the property of the Contractor. If any programs or data bases are modified, however, and used in performance of the resultant Contract, title to the modified portion shall vest in the Government.

## b. Computer Programs

For each computer program developed or modified under the resultant Contract, the following items and/or information shall be provided:

- A general or "overview" flowchart which references the <u>main</u> program, and each called subprogram and operation of the system.
- Detailed flowcharts for each section or subroutine of the system. These shall include reference to labels or addresses actually used in the program.
- 3. A brief narrative description of each flowchart.
- A listing of all program source code. Sufficient comments to identify important procedures shall be included in the listing.
- 5. The source code itself on tape or disk, as appropriate.
- Running instructions for the computer operator, including an explanation of all
  possible messages other than those provided by the computer manufacturer.
- Running instructions for the user, including a full description of user "prompting" by the replies to the executive or command module in the case of a user-friendly program.

#### c. Data Bases

For data developed or modified under this contract, the following items and/or information shall be provided:

- 1. A copy of the data base.
- Each data element (field) shall be defined as to format content, length, type of characters or numbers, and what must be present in the full case.
- Each record and its format shall be defined completely, including all control symbols and fields.
- 4. Blocking shall be specified unambiguously.
- 5. Labels, sentinels, headers, tape marks and similar structures shall be specified.
- 6. Density, number of tracks, character codes and any special symbols shall be defined.

#### d. Printer Layouts and Logic Tables

Copies of the forms actually used shall be provided. These forms may be reproduced, if necessary, for clarity.

# H.10 GOVERNMENT FURNISHED PROPERTY (GFP) and CONTRACTOR ACQUIRED PROPERTY (CAP)

- (a) Government Furnished Property (GFP) means property owned or acquired by the Government and subsequently provided to the Contractor for use in the performance of a contract. Additionally, property is considered Contractor Acquired Property (CAP) when the contractor has used contract funds to acquire it for the purpose of performing the resultant Contract. The Government retains title of CAP. When CAP is subsequently transferred to another contract, physically or otherwise, it then becomes Government Furnished Property (GFP).
- (b) The Contractor shall obtain the NHTSA CO written consent prior to purchasing any property for the Government's account, in accordance with Subcontracts Clause of the resultant Contract
- (c) Government Furnished Property and Contractor Acquired Property shall be maintained, utilized, controlled, distributed, and disposed in accordance with Federal Acquisition Regulation (FAR) Part 45, Transportation Acquisition Regulation (TAR) Part 1245, and the Government Property clause of this contract.
- (d) In accordance with FAR 45.502-1, Receipts of Government Property, evidence of receipt of GFP and CAP shall be provided to the Government within (1) one week of receipt of said Government Property.
- (e) Evidence of receipt shall be provided in the following manner:
  - One (1) copy of each of the document(s) evidencing receipt of the property shall be sent to the following addresses:

DOT/National Highway Traffic Safety Administration Property Control, NPO-200 400 Seventh Street, SW, Room 5240 Washington, DC 20590

DOT/National Highway Traffic Safety Administration Office of Fiscal Services, Finance Group, NPO-330 400 Seventh Street, SW, Room 5208 Washington, DC 20590

- (f) The Contractor may be required, by the direction of the NHTSA CO, to perform an annual property physical inventory to include both GFP and CAP. The Contractor shall report the results of this inventory to the Government to include the information required by the Transportation Acquisition Regulation (TAR) 1245.508-2. The Government will notify the Contractor of the effective dates of the report.
- (g) In accordance with Transportation Acquisition Regulation (TAR) 1245.505-14, Reports of Government Property, Contractors are required to submit a financial property report each year, for each contract, showing the dollar amount of Government property.
- (h) As appropriate and based on the availability of resources, the following property will be furnished to the Contractor by the Government for use in the performance of the resultant Contract.

### H.11 ACCESS TO SENSITIVE INFORMATION

Work under the resultant contract may involve access to sensitive information\* which shall not be disclosed by the contractor unless authorized by the contracting efficer. To protect sensitive information, the contractor shall provide training to any contractor employee authorized access to sensitive information and, upon request of the Government, provide information as to an individuals' suitability to have such authorization. Contractor employees found by the Government to be un-suitable or whose employment is deemed contrary to the public interest or inconsistent with the best interest of national security, may be prevented from performing work under the particular contract when requested by the contracting officer.

The contractor shall ensure that contractor employees are: (1) citizens of the United States of America or an alien who has been lawfully admitted for permanent residence or employment (indicated by immigration status) as evidenced by investigations in accordance with DOT Order 1632.2B, Personnel Security Management. The contractor shall include the above requirements in any subcontract awarded involving access to Government facilities, sensitive information, and/or resources.

\*Sensitive Information is proprietary data or other information that, if subject to unauthorized access, modification, loss or misuse could adversely affect national interest, conduct of Federal programs, or privacy of individuals specified in the Privacy Act, but has not been specifically authorized to be kept secret in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

#### H.12 SPECIFICATIONS FOR ELECTRONIC FILES

Electronic files containing final test reports required under the resultant contract shall be provided in accordance with the following:

a. Specifications:

#### Electronic Master File:

- An electronic version of the final report shall be used as the "Master" report final copy. All
  hard-copy reports shall be generated from this electronic master file. A copy of the
  electronic master file shall be provided to NHTSA.
- · Report Format:
  - o Font: 12 point Arial font shall be used throughout the report.
  - Page Margins: Top, Right, and Bottom shall be ½ inch. Left margin shall be 1 inch.
     To insure correct formatting of the report regardless of which Hewlett-Packard
     LaserJet printer model is used (see printer specifications below), it is suggested that
     two blank spaces, followed by a "hard page" [CNTRL-ENTER] be used at the
     bottom of each page of the report.
  - o Page Numbering: Upper right hand corner, using bold Arial 12 point font.

### System Compatibility:

- Ail electronic files submitted must be compatible with the Windows XP Personal Computer (PC) system.
- · For the base year of this contract the following requirements apply:
  - <u>Software Application</u>: The software application used to store the electronic file version of the final report (the Master File) shall be compatible with Microsoft Word 2000, currently in use at NHTSA, i.e., the file must be able to be opened and viewed in Microsoft Word 2000.
  - <u>Printer</u>: The report must print in the correct format, i.e. correct pagination, adequate test and image quality, etc., when printed using any Hewlett-Packard (HP) Laserlet Printer model.
  - o <u>Storage Medium</u>: All electronic report copies shall be submitted on a ZIP disc, a compact disc (CD), or sent electronically as an e-mail attachment or posted on a secure website for downloading. Reports can be zipped, i.e. compressed, to save memory space as required. The discs, or e-mail attachments may contain a single report or multiple reports. The NHTSA COTR will furnish his/her e-mail address to the Contractor (example: First name, Last name@nhtsa.dot.gov).
  - o <u>Image Formats</u>: All images (photographs, charts, graphs, etc.) contained within a test report shall be imbedded in the report in a PEG, TIFF, or a compatible Microsoft Office program (Excel, PowerPoint, and Outlook) file format. Photographs and plots should not be provided separately.
- For any of the option years exercised under the resultant Contract, NHTSA reserves the right to change the hardware and software requirements stated above, such that submitted electronic files continue to be compatible with PC systems and programs utilized by the Office of Research and Technology.

PART II - CONTRACT CLAUSES

# SECTION I - CONTRACT CLAUSES

## I. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

The contract incorporates the following clauses (as indicated by an "X") by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): http://www.arnet.gov/far.

X 52.202-1	Definitions (TULY 2004)
X 52.203-3	Gratuities (APR 1984)
_X_ 52.203-5	Covenant Against Contingent Fees (APR 1984)
_X_ 52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 1995)
X 52.203-7	Anti-Kickback Procedures (JUL 1995)
_X_ 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
_X_ 52.203-10	Price Adjustment for Illegal or Improper Activity (JAN 1997)
X 52.203-12	Limitation on Payments to Influence Certain Federal Transactions (SEP 2005)
X 52.204-4	Printed or Copied Double-Sided on Recycle Paper (AUG 2000)
X 52.204-7	Central Contractor Registration (JUL 2006)
_X_ 52.209-6	Protecting the Govt's Interest When Subcontracting — With Contractors Debarred, Suspended, or Proposed For Debarment (JAN 2005)
X 52.215-2	AuditNegotiation (JUN 1999) Alternate I (JAN 1997)
<u>X</u> 52.215-8	Order of Precedence - Uniform Contract Format (OCT 1997)
<u>X</u> 52.215-14	Integrity of Unit Prices (OCT 1997) Alternate I (OCT 1997)
X 52.215-15	Pension Adjustments and Asset Revisions (OCT 2004)
<u>x</u> 52.215-17	Waiver of Facilities Capital Cost of Money (OCT 1997)
X 52.215-18	Reversion or Adjustment of Plans for Post Retirement Benefits (PRB) Other Than

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# Pensions (JUL 2005)

_X_ 52.215-21 Pricit	Requirements for Cost or Pricing Data or Information Other Than Cost or ng Data — Modification (OCT 1997)
X 52.216-7	Allowable Cost and Payment (DEC 2002)
<u>X</u> 52.217-8	Option to Extend Services (Nov 1999)  X Sixty (60) Days
X 52.219-8	Utilization of Small Business Concerns (MAY 2004)
X 52.219-9	Small Business Subcontracting Plan (JUL 2005)
X 52.219-16	Liquidated Damages - Subcontracting Plan (JAN 1999)
_X_ 52,222-3	Convict Labor (JUNE 2003)
X 52-222-21	Prohibition of Segregated Facilities (FEB 1999)
X 52-222-22	Previous Contracts and Compliance Reports (FEB 1999)
X 52.222-26	Equal Opportunity (APR 2002)
X 52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)
X 52.222-36	Affirmative Action for Worker with Disabilities (JUN 1998)
<u>X</u> 52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (DEC 2001)
X 52.222-46	Evaluation of Compensation for Professional Employees (FEB 1993)
X 52.223-6	Drug-Free Workplace (MAY 2001)
X 52.225-1	Buy American Act - Supplies (JUNE 2003)
_X_ 52.225-5	Trade Agreements (JAN 2005)
X 52.225-13	Restrictions on Certain Foreign Purchases (MAR 2005)
X 52.227-1	Authorization and Consent (JUL 1995)
_X_ 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
<u>X</u> 52.227-14	Rights in Data General (JUN 1987)

	Alternate I (JUN 1987) Alternate II (JUN 1987)
	Alternate III (JUN 1987)
	Alternate IV (JUN 1987)
	Alternate V (JUN 1987)
<u>X</u> 52.227-16	Additional Data Requirements (JUN 1987)
<u>X</u> 52.227-17	Rights in Data - Special Works (JUN 1987)
X 52,232-7	Payments Under Time-and-Material and Labor Hour Contracts (AUG 2005)
X 52.232-9	Limitation on Withholding of Payments (APR 1984)
X 52.232-17	Interest (JUN 1996)
X 52.232-23	Assignment of Claims (JAN 1986)
	Alternate (APR 1984)
<u>X</u> 52.232-25	Prompt Payment (OCT 2003)
X 52.232-33	Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003)
<u>X</u> 52.233-1	Disputes (JUL 2002) X Alternate I (DEC 1991)
_X_ 52.233-3	Protest After Award (AUG 1996)
<u>X</u> 52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
<u>X</u> 52.242-3	Penalties for Unallowable Costs (MAY 2001)
<u>X</u> 52.242-13	Bankruptcy (JUL 1995)
_X_ 52.243-3	Changes - Time-and-Materials or Labor Hours (SEPT 2000)
X 52.244-2	Subcontracts (AUG 1998)
X 52.244-6	Subcontracts for Commercial Items (DEC 2004)
<u>X</u> 52.245-5	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contract (MAY 2004) Alternate I (JUN 2003)

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_X_ 52.246-23	Limitation of Liability (FEB 1997)
X 52,246-25	Limitation of LiabilityServices (FEB 1997)
X 52.248-1	Value Engineering (FEB 2000)
52.249-5	Termination for Convenience of the Government (Educational and Other Nonprofit Institutions) (SEPT 1996)
X 52-249-6	Termination (Cost Reimbursement) (MAY 2004)  X Alternate IV (SEPT 1996)
52.249-8	Default (Fixed-Price and Service) (APR 1984)
X 52.249-14	Excusable Delays (APR 1984)

# I.2 DEPARTMENT OF TRANSPORTATION (DOT) CLAUSES INCORPORATED BY REFERENCE

This contract incorporates the following Transportation Acquisition Regulation (TAR) clauses by reference (as indicated by an "X"), with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available.

	Clause Number	Title and Date
x	1252.237-70	Qualifications of Employees (APR 2005)
<u>x</u>	1252.242-71	Contractor Testimony (OCT 1994)
<u>x</u>	1252.242-72	Dissemination of Contract Information (OCT 1994)

L3 FEDERAL ACQUISITION REGULATION (FAR) CLAUSE PROVIDED IN FULL TEXT This Solicitation and resultant Contract incorporate the following Federal Acquisition Regulation Clauses provided in full text.

### L3.1 52.204-J APPROVAL OF CONTRACT (DEC 1989)

The Contract is subject to the written approval of the Office of Contracts and Procurement, National Highway Traffic Safety Administration, Director or designee, and shall not be binding until so approved

#### 1.3.2 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract beyond three (3) months after the completion date of this contract.

(End of Clause)

# L3.3 52.219-4 - Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

#### (b) Evaluation preference.

- (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-
  - (i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and
  - (ii) Otherwise successful offers from small business concerns.
- (2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

- (3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.
- (c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.
  - Offer elects to waive the evaluation preference.
- (d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for
  - (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns:
  - (2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;
  - (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or
  - (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.
- (e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;
- (f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

# I.3.4 1252,223-73 Seat Belt Use Policies and Programs. (APR 2005)

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the contractor is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. Information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's website at <a href="https://www.nhtsa.dot.gov">www.nhtsa.dot.gov</a>. Additional resources are available from the Network of Employers or Traffic Safety (NETS), a public-private partnership headquartered in the Washington, D.C. metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1(888)221-0045 or visit its website at www.trafficsafety.org.

(End of clause)

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# PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS SECTION J - LIST OF ATTACHMENTS

Attach	ment No.	Attachment Description	Number of Pages
1	Price Schedules	B.5.1 through B.5.10	i -x

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The purpose of this modification to Contract DTNH22-86-D-00039 is to exercise Option Year One (1) FROM: August 18, 2009 TO: August 17, 2010, at no additional cost to the Government.

Period of Performance: 08/18/2006 to 08/17/2011

Except as provided familie, all terms and conditions of the de	cultivaria referenced in Amin GA or 1G	1GA, as herestons changed, remains unchanged and in full force and affect.				
ISA, HAME AND TITLE OF SIGNER (Type or print)		ISAL MAME, AND TITLE OF CONTRACTING OFFICER (Types or print)				
		Lloyd S. Blackwell				
168 CONTRACTOR/OFFEROR	15C DATE SIGNED	HOM UNITED STATE OF MEMBERS	7/S/GC			
NSN 7540-01-152-0070 Province soften unumble		STANDARD   Principled by	FORM 30 (REV. 10-83) GSA			

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		10	DB DATEO (SEE 1784 12)		
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MARY SCHULMAN, V	NCE PRESIDENT				
SB, CONTRACTOR OFFEROR	15C DATE SIG		TTY GOODLING		SC DATE SIGNED
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"OTNHE2-06-0-00039 BAH "Behavioral, Technological & Human Factors Research for Traffic Safety LOTS A&B"

# PRICE SCHEDULE B.5.1: "LOT A-Data Field Collection"

Base Period I: From Contract Award through twelve months thereafter.

The Ceiling Price for this Base Period I is:

# LOADED HOURLY RATES

CLIN	Labor Categories	Regular	Overtime
100	Project Manager	3 1	s -
101	Project Manager	\$	3 -
102	Project Manager	\$	\$ -
103	Principal Investigator (typically a Behavioral Scientist)	\$	\$ -
104	Principal Investigator (typically a Behaviora) Scientist)	\$	\$ .
105	Principal Investigator (typically a Behaviora) Scientist)	\$	\$ -
105	Research Associate	\$	S -
107	Research Associate	\$	\$ -
108	Research Associate	S	\$ -
109	Research Assistant	\$	\$ -
110	Research Assistant	\$	\$ -
111	Research Assistant	\$	\$ -
112	Focus Group Moderator	\$	\$ -
113	Focus Group Moderator	\$	\$ -
114	Focus Group Moderator	\$	2 -
115	Craphic Artist/Document Designer	\$	5 -
116	Graphic Artist/Document Designer	3	5 -
117	Graphic Artist/Document Designer	\$	3 -
118	Statistician	\$	\$ -
119	Statistician	\$ 3	\$ -
120	Statustician	3	\$ .
121	Data Collector		\$ -
122	Deta Entry	\$	\$ -
123	Editor	\$	\$ -
124	Clerical	\$	S -

The offeror may propose additional labor categories it considers necessary to perform the proposed effort.

Other Labor Categories (If Applicable)	Reg	plar	Ove	rižen.
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	.\$		5	-
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Subcontract Labor	Reg	ular	Ove	tim
	s	-	s	_
	\$	-	\$	
	\$	-	\$	-
	\$		- 5	- 4
Offeror's applied Indirect Rate of "Other Direct Costs" (ODCs) if any			%	

Offeror's applied Indirect Rate to "Travel", if any

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PRICE SCHEDULE B.5.2: "LOT A.—Data Field Collection"

Base Period II: From End of Base Period I through twelve months thereafter. The Ceiling Price for this Base Period It is: \$

LIN	Labor Categories	Regular	Overtime	
200	Project Manager	s <b>1</b>	<b>s</b> .	
201	Project Manager	S	\$ -	
202	Project Manager	\$	\$ -	
203	Principal Investigator (typically a Behavioral Scientist)	3	\$ -	
204	Principal Investigator (typically a Behavioral Scientist)	3	S -	
205	Principal Investigator (typically a Behavioral Scientist)	\$	\$ -	
06	Research Associate	\$	\$ -	
07	Research Associate	\$	\$ -	
08	Research Associate	\$	\$ .	
9	Research Assistant	\$	\$	
0	Research Assistant	5	\$ -	
1	Research Assistant	\$	5 -	
12	Focus Group Moderator	\$	\$	
13	Focus Group Moderator	\$	\$	
4	Pocus Group Moderator	5	\$	
5	Graphic Artist/Document Designer	3 .	\$	
6	Graphic Artist/Document Designer	5	\$	
7	Graphic Artist/Document Designer	\$	\$ -	
8	Statistician		5 -	
9	Stallatician	S	\$ .	
}	Statistician	\$	-	
í	Data Collector	\$	\$ -	
	Data Entry	3	3	
	Editor	5	\$ -	
	Clencal	5	\$ -	
	The offerer may propose additional labor categories it considers necessary  Other Labor Categories (If Applicable)	y to perform the p	roposed effo	
5				
		\$	\$ -	
5		5	\$ -	
7		\$	\$ -	
В		\$	\$ -	
9		5	5 -	
		\$	\$ -	
	Subcontract Labor	Regular	Overtime	
1		\$ -	s -	
2		\$ -	\$ -	
3		\$ -	\$ -	
4		\$ =	\$ -	
5	Offeror's applied indirect Rate of "Other Direct Costs" (ODCs) if any	-		
6	Offeror's applied Indirect Rate to "Travel", if any			

DINHEZ-06-D-00039 HAH Behavioral, Technological & Human Factors Research for Traffic Safety LOTS A&B"

# PRICE SCHEDULE B.5.3: "LOT A—Data Field Collection" Base Period III: From End of Base Period II through twelve months thereafter.

The Ceiling Price for this Base Period III is: \$

CLIN	Labor Categories	Regular	Overtim
300	Project Manager	\$	\$ -
301	Project Manager	\$	\$ -
302	Project Manager	\$	\$ -
303	Principal Investigator (typically a Behavioral Scientist)	\$	\$ -
304	Principal Investigator (typically a Behavioral Scientist)	_ \$	\$ -
305	Principal Investigator (typically a Behavioral Scientist)	\$	\$ -
306	Research Associate	_\$	\$ -
307	Research Associate	\$	\$
308	Research Associate	\$	\$ -
309	Research Assistant	\$	\$ -
310	Research Assistant	2	\$ -
311	Research Assistant	\$	\$ -
312	Focus Group Moderator	_\$	\$ -
313	Focus Group Moderator	\$	\$ -
314	Focus Group Moderator	\$	\$ -
315	Graphic Artist/Document Designer	\$	5 -
316	Graphic Artist/Document Designer	\$	\$ -
317	Craphic Artist/Document Designer	\$	\$ -
318	Statistician	\$	\$ -
319	Statistician	\$	\$ .
320	Statistician	\$	\$ -
321	Data Collector	\$	\$ -
322	Data Entry	3	\$
323	Editor	\$	\$ -
324	Clerical	\$	3 -

The offerer may propose additional labor categories it considers necessary to perform the proposed effort.

Other Labor Categories (If Applicable)	Regula	Œ.	Over	Ü.
	\$		\$	
	\$		\$	-
	\$		\$	_
	\$		\$	-
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	\$ 1		\$	
Subcontract Labor	Regula	ď	Ove	tim
			\$	-
		-	5	-
	\$ \$ \$		\$ 5 \$	-
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Offeror's applied indirect Rate of "Other Direct Coa	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$		\$ \$ \$	-

DTNH22-06-D-00039 BAH "Behavioral, Technological & Human Factors Research for Truffic Safety LOTS A&B"

PRICE SCHEDULE B.5.4: "LOT A—Data Field Collection"
Option Period I: From End of Base Period III through twelve months thereafter. The Ceiling Price for this Option Period I is: \$

CILIN	Labor Caiegories	Regular	Overtime
400	Project Manager	\$	<b>S</b> -
401	Project Manager	3	\$ -
402	Project Manager	\$	\$ -
403	Principal Investigator (typically a Behavioral Scientist)	\$	\$ -
404	Principal Investigator (typically a Behavioral Scientist)	5	\$
405	Principal Investigator (typically a Behavioral Scientist)	\$	\$ -
406	Research Associate	\$	\$ -
407	Research Associate	\$	\$
408	Research Associate	- 5	\$ -
409	Research Assistant	\$	\$
410	Research Assistant	\$	3 -
411	Research Assistant	5	\$ -
412	Focus Group Moderator	\$ 5	\$ -
413	Focus Group Moderator	\$	\$ .
414	Focus Group Moderator	\$	\$ -
415	Graphic Artist/Document Designer	\$	3 -
416	Graphic Artist/Document Designer	\$	\$ -
417	Graphic Artist/Document Designer	\$	\$ -
418	Statustician	\$	\$ -
419	Statistician	\$	\$ -
420	Statistician	5	S -
421	Data Collector	\$	\$ .
422	Data Entry	\$	\$
423	Editor	\$	3 -
424	Clerical	5	1

The offeror may propose additional labor categories it considers necessary to perform the proposed effort.

Other Labor Categories (If Applicable)	Reg	ular	Ove	rtime
	\$		\$	_
	\$		\$	-
	\$		\$	-
	3		3	-
	\$		\$	
	- \$		\$	-
Subcontract Labor	Regi	lar	Over	thme
	\$		\$	
The state of the s	\$	-	\$	+
	S	-	\$	-
	\$	-	\$	
Offeror's applied Indirect Rain of "Other Direct Costs" (ODCs) if any				

\*DTN#22-86-ID-00039 BAH "Behavioral, Technological & Human Factors Research for Traffic Safety LOTS A&B"

PRICE SCHEDULE B.5.5: "LOT A—Data Field Collection"

Option Period II: From End of Option Period I through twelve months thereafter.

The Ceiling Price for this Option Period II is: \$\frac{5}{2}\$

CLIN	Labor Categories	Regular	Overticas
500	Project Manager	\$ 1	\$ .
501	Project Manager	\$	\$ -
502	Project Manager	\$	\$ -
503	Principal Investigator (typically a Behavioral Scientist)	5	\$ -
504	Principal Investigator (typically a Behavioral Scientist)	\$	\$ -
505	Principal Investigator (typically a Behavioral Scientist)	5	\$ -
506	Research Associate	3	\$ -
507	Research Associate	\$	\$ -
508	Research Associate		\$ -
509	Research Assistant	\$	3 -
510	Research Assistant	\$	\$ -
511	Research Assistant	\$	\$ -
512	Focus Group Moderator	5	\$ -
513	Focus Group Moderator	\$	\$ -
514	Focus Group Moderator	\$	\$ -
515	Graphic Artist/Document Designer	\$	\$ -
516	Graphic Artist/Document Designer	\$	\$ -
517	Graphic Artist/Document Designer	\$	\$ -
518	Statistician	\$	\$ -
519	Statistician	5	\$ -
520	Statistician	\$	\$ -
521	Data Collector	\$	5 -
522	Data Entry	\$	\$ -
523	Editor	\$	5 -
524	Clencal	ė e	\$ .

The offeror may propose additional labor categories it considers necessary to perform the proposed effort.

Other Labor Categories (If Applicable)	Regular	Он	rtin
	\$ 5	\$	
	3	\$	-
	\$	\$	-
	\$ 17	\$	-
	\$	\$	
	\$	\$	-
Subcontract Labor	Regular	Оте	rtim
	\$ -	3	
	\$ -	\$	-
	\$ -	\$	-
		2	-
Offerer's applied Indurect Rate of "Other Direct Costs" (ODC	(a) if any		

DTNH22-06-D-00039 BAH "Behavioral, Technological & Human Factors Research for Traffic Safety LOTS A&B"

# PRICE SCHEDULE B.5.6: "LOT B—Human Factors & Technological Research" Base Period 1: From Contract Award through twelve months thereafter. The Ceiling Price for this Base Period I is: \$

LOADED HOURLY RATES

_	CLIN	Labor Categories	Regular	Overtime
	600	Project Manager	s Territoria	1
	601	Project Manager	3	\$ -
	602	Project Manager	5	\$
	603	Principal Investigator (typically a Behavioral Scientist)	\$	S
	604	Principal Investigator (typically a Behavioral Scientist)	\$	S
	605	Principal Investigator (typically a Behavioral Scientist)	\$ 1	\$
	606	Research Associate	S	5 -
	607	Research Associate	3	\$
	608	Research Associate	3	\$ .
	609	Research Assistant	\$	\$ -
	610	Research Assistant	\$	\$ -
	611	Research Assistant	\$	\$ -
	612	Pocus Group Moderator	\$	\$ -
	613	Pocus Group Moderator	3	\$ -
	614	Focus Group Moderator	\$	\$ .
	615	Graphic Artist/Document Designer	3	\$ -
	616	Graphic Artist/Document Designer	3	\$ .
	617	Graphic Artist/Document Designer	\$	\$ -
	618	Statistician	\$	\$
	619	Statistician	\$	S -
	620	Statistician	5	\$ -
	621	Data Collector	3	\$ -
	624	Data Entry	\$	\$ -
	627	Editor	\$ 1	\$ -
	630	Ckerical	\$	5 -
	631		\$	\$ .
	632		5	\$ .
	633	The state of the s	3	\$ .
	634		3	\$ -
	635		\$	\$ -
	636		\$	\$
		Other Labor Categories (If Applicable)	Regular Over	tione
	639		3 3	
	640		3 19 3	-
	641		3 3	-
	642		5 8	
	643		3 3	-
	644		\$ 5	-
		Subcontract Labor	Regular Over	timo
	410			
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	647		3 - 3	<del></del>
	648		3 - 3	<del></del>
	650	Offeror's spolled Indirect Rate of "Other Direct Costs" (ODCs) if any	2	_
	651	Offeror's applied Indirect Rate to "Travel", if any		

"DTNR22-06-D-00019 BAH "Behavioral, Technological & Human Factors Research for Traffic Safety LOTS A&B"

# PRICE SCHEDULE B.5.7: "LOT B—Human Factors & Technological Research" Base Period II: From End of Base Period I through twelve months thereafter. The Ceiling Price for this Base Period II is:

CLIN	Labor Categories	Regular	Overtime
700	Project Manager	s	s -
70L	Project Manager	\$	\$ -
702	Project Manager	\$	3
703	Principal Investigates (typically a Behavioral Scientist)	S	\$ -
704	Principal Investigator (typically a Behavioral Scientist)	2	\$ -
705	Principal Investigator (typically a Behavioral Scientist)	3	\$
706	Research Associate	- 5	\$ -
707	Research Associate	- 5	\$
708	Research Associate	5	\$
709	Research Assistant	5	\$ -
710	Research Assistant	5	\$ .
711	Repearch Assistant	3	3 -
		-	3
712	Focus Group Moderator	\$	\$
713	Focus Group Moderator Focus Group Moderator	\$	\$ -
714		\$ 8	
715	Graphic Artist/Document Designer	3 1	
715	Chaphin Anist/Document Designer		
717	Graphic Artist/Document Designer	3	\$ -
718	Statustician	\$ 5	3 -
719	Statistician		\$ -
720	Statestician	\$	3 -
721	Data Collector	5	3 -
724	Data Entry	3 5	3
727	Editor	5	3
730	Clerica	\$	3 -
731	600	3	3 -
732		5	3
733		S	\$ -
734		\$	S -
735		3	3 -
736		\$	3
Othe	r Labor Categories (If Applicable)	Regul	lar Overi
		\$	\$
	200	5	\$
		\$	S
		5	5
		\$	5
		\$	\$
-			
	_		_

	Subcontract Labor	Reg	alay:	Ove	rtime
745		s		\$	
746		\$	-	- \$	-
747		\$	-	\$	-
748	User View (see attached schedule)	\$	-	\$	-
749	Offeror's applied Indirect Rate of "Other Direct Costs" (ODCs) if any				
750	Offeror's applied Indirect Rate to "Travel", if any				

DTNH22-06-D-00039 BAH "Behavioral, Technological & Human Factors Research for Traffic Safety LOTS A&B"

PRICE SCHEDULE B.5.8: "LOT B—Human Factors & Technological Research"
Base Period III: From End of Base Period II through twelve months thereafter.

The Ceiling Price for this Base Period III is: \$\frac{1}{2}\$.

CLIN	Labor Categories	Regular	Overtime
800	Project Manager	5	ls -
801	Project Manager	3	\$
802	Project Manager	\$	\$ -
B03	Principal Investigator (typically a Behavioral Scientist)	5	1
804	Principal Investigator (typically a Behavioral Scientist)	3 10 10	\$
805	Principal Investigator (typically a Behavioral Scientist)	\$	\$
836	Research Associate	3	3
	Research Associate	3	
B(27		3	
608	Research Associate		
809	Research Assistant	3	\$ .
610	Research Assistant	\$ 1	-
D11	Research Assistant	3	3
E12	Focus Group Moderator	2	\$ .
813	Porus Oroup Moderator	\$	\$ .
B14	Focus Group Moderator	\$	\$ -
015	Graphic Artist/Document Designer	3	\$
816	Graphic Artist/Document Designer	3	\$
817	Oraphic Artist/Document Designer	\$	\$ -
XIII	Statisticien.	4	S -
819	Statistician	3	3 -
\$20	Statistician	3	\$ -
821	Data Collector	\$	5 -
824	Data Entry	3	3 -
127	Editor ·	3	\$ .
230	Genal	\$	\$
831		5	\$ -
632		3	3 -
B33		3	3
134		\$	\$ .
<b>835</b>		3	3 .
836			3 -
0	Other Labor Categorius (U Applicable)	Regular	Overthon
			_
9		\$ 6	\$ -
0		S	\$ .
1		\$	\$ -
2		8 6	\$ -
3		\$	\$ -
4		3	3 -
8	ebconkraci Labor	Regular	Overtime
5			\$ -
6		3	\$ -
7	The state of the s	3 -	3 -
8		\$ -	\$ -
9 0	fferor's applied Indirect Rate of "Other Direct Costs" (ODCs) if any		%
0 0	Stron's applied Indirect Rate to "Travel", if any		_

"DTNH22-06-D-00039 BAH "Behavioral, Technological & Human Factors Research for Traffic Safety LOTS A&B"

LIN	Labor Categories	Regular	Overtim
		s	\$ -
900	Project Manager	3 6	\$ -
901	Project Manager	3	3
902	Project Manager	3	
903	Principal Investigator (typically a Hehavioral Scientist)	\$	
904	Principal Investigator (typically a Behavioral Scientist)	*	
905	Principal Investigator (typically a Behavioral Scientist)	\$	
906	Research Associate	2	
907	Resourch Associate	2	4
908	Research Associate	\$	
909	Research Assistant		\$
910	Research Assistant	5	\$ -
911	Research Assistant	\$	\$
912	Focus Group Moderator	\$ 5	\$
913	Focus Group Moderator	\$	5 -
914	Focus Group Moderator	\$	\$ -
915	Graphic Artist/Document Designer		\$ -
916	Graphic Artist/Document Designer	3	\$ -
917	Graphic Artist/Document Designer		\$ .
918	Statisticism	\$	\$ -
919	Statistician	\$	\$ -
925	Statistician	\$	\$ -
921	Data Collector	\$	\$ -
924	Data Entry	\$	\$ -
927	Editor	\$	\$ -
930	Clerica)		\$ -
931		\$	\$ -
932		\$	\$ -
933		3	3 -
934		\$ \$ \$	3 -
935		5	5 -
936		3	3 -

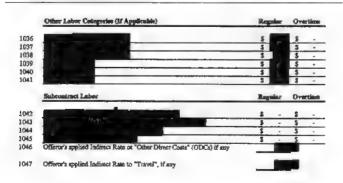
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DTNH22-06-D-00039 BAH \*Behavioral, Technological & Human Factors Research for Traffic Safety LOTS A&B\*

# PRICE SCHEDULE B.5.10: "LOT B—Human Factors & Technological Research" Ontion Period II: From End of Option Period I through twelve months thereafter.

The Ceiling Price for this Option Period II is: CLIN Labor Categories Regular Overtime 1000 Project Manager Project Manager 5 1001 Project Manager 5 1/302 5 \$ 1000 Principal Investigator (typically a Behavioral Scientist) 3 1004 Principal Investigator (typically a Behavioral Scientist)
Principal Investigator (typically a Behavioral Scientist) 1005 1006 Research Associate 1007 Research Associate \$ Research Associate LOOK 1009 Research Assistant 1010 Research Assistant 3 Research Assistant 1011 1012 Pocus Group Moderator 3 1013 Focus Oroup Moderator 3 1014 Focus Group Moderator Graphic Artist/Document Designer 1015 1036 Graphic Artist/Document Designer Š 1017 Graphic Artist/Document Designer 1018 Statistician 1019 Statistician 1020 Statistician £021 Data Collector t024 Data Entry \$ 1027 Editor 1030 Cerica [03] 1032 1033 1034 1035 1036

The offerer may propose additional labor categories it considers necessary to participe the proposed effort.



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# PART I - THE SCHEDULE

# SECTION B - SUPPLIES OR SERVICES, AND PRICES/COST

# B.1 SUPPLIES

The Contractor shall furnish the necessary qualified personnel, facilities, material, supplies, equipment, and services to perform a Time and Material contract for the effort entitled "Blue Ribbon Panet on 911 Funding". The Contractor shall fulfill the work requirements in accordance with the Statement of Work (SOW), Section C, and other terms and conditions of the contract. All support services provided to the Government shall be performed by Contractor employees or personnel otherwise retained by the Contractor.

# B.2 PRICE SCHEDULE DEFINITIONS AND SPECIAL PROVISIONS

# B.2.1. "Loaded Fixed Labor Rates"

As used in this contract, "Loaded Fixed Labor Rates" are composed of the hourly rates paid to an individual within a specific Labor Category (plus merit and or cost of living increases if applicable) plus indirect costs such as Fringe Benefits, Overhead, Facilities Capital Cost of Money (FCCM), General and Administrative (G&A) and profit. Loaded Fixed Labor Rates shall be negotiated and fixed at time of contract award and shall remain fixed for the entire term of the contract.

# B.2.2 "ODC"

As used in this contract, "ODC" means "other Direct Cost", ODCs are costs other than the contractor's labor costs. Profits or fee may never be applied to ODCs.

# B.2.3 ODC Indirect Cost category and Base

As used in the contract, ODC Indirect Cost Category and Base" means the type of indirect cost (e.g. G&A, F&A, O/H, etc.) and the base on which the indirect cost is applied (e.g. travel cost, subcontracting cost, all other direct costs). The application of ODC Indirect Costs is permitted only to the extent that those costs are not already recovered as part of the contractor's Loaded Fixed Labor Rates.

### **B.2.4 ODC Indirect Cost Rate**

As used in this contract, "ODC Indirect Cost Rate means the rate (expressed as a percentage of the Other Direct Cost) the contractor applies to the specified ODC to recover its indirect cost. The application of this Indirect Cost Rate is permitted only to the extent that those costs are not already recovered as part of the contractor's Loaded Fixed Labor Rates.

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For all materials and supplies used in the performance of this contract, the Contractor shall be reimbursed at cost for such materials and supplies including appropriate indirect costs. Indirect costs include only those clearly excluded from the Loaded Labor Rates and allocated in accordance with the Contractor's usual accounting practices consistent with FAR Part 31. Indirect cost rates applicable to materials and all other non-labor costs shall be negotiated and fixed at time of contract award and shall remain fixed for the entire term of the contract.

# B.3 PRICE SCHEDULE

# B.3.1 BASE PERIOD ~ 18 Months- Date of Contract Award through eighteen (18) months thereafter.

CLIN	LABOR	ESTIMATED	LOADED	TOTAL
	CATEGORIES	HOURS	FIXED LABOR	COST
	Project Manager			
1002	Asst. Proj. Mgr./Jr. Staff			
1003	Jr. Staff			7
1004	Technical Editor			
1005	Meeting Mgr. /Admin.			
1006	Senior Economic/Business			
	Analyst			
1007	Sr. Economist			
1008	Economic/Business			
	Analyst			
1009	Jr. Economic/Business			
	Analyst			
1010	Senior IT Analysts			
1011	Research Analyst			
		ESTIMATED QTY	INDIRECT COST	TOTAL
	-		RATE	COST
1012	Materials			
	Total ODCs			



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Total Labor Cost	
TOTAL ESTIMATE	
CONTRACT AMOUNT	



# SECTION C - DESCRIPTION, SPECIFICATION, WORK STATEMENT

# Blue Ribbon Panel on 911 Funding

## C.1 BACKGROUND

Multiple public and private organizations have produced reports stating the deficiencies of current models in providing adequate funding and oversight for maintaining and upgrading 911 systems. Current methods of funding 911 systems vary widely, are shifting as the public's methods of communication evolve, and are challenged by a variety of factors including inequity in collections across types of telecommunication service, collection challenges with services such as prepaid wireless, oversight and auditing issues, and diversion of funds for non-911 purposes.

While there is no consensus on how to fund and/or oversee 911 services, there is agreement that the transition to the Next Generation (NG) of 911 will require the development of new funding models. As stated in a recent report of the Federal Communication Commission's (FCC's) Communications Security, Reliability and Interoperability Council (CSRIC), "Without implementation of new funding models to provide an adequate alternate and additional source of revenue for NG9-1-1 systems, the transition period to NG9-1-1 will be protracted and compromised, service to our citizens will be jeopardized, and Public Safety's ability to keep pace with technological developments will be hampered." To address these issues, Working Group 4B of the CSRIC made a recommendation to the FCC in March of 2010 for, "...the National 9-1-1 Program to convene a Blue Ribbon Panel as soon as possible, to address 9-1-1 funding issues and make recommendations for funding construction and maintenance of NG9-1-1 systems."

The U.S. Department of Transportation, National Highway Traffic Safety Administration's (USDOT/NHTSA) Office Emergency Medical Services (OEMS), National 911 Program supports national programs and products designed to enable the vision of Next Generation (NG) 911 as a nationwide network of interconnected 911 systems. The focus of the program is on enhancing and improving collaboration among all 911 stakeholders, providing information and resources on 911 technology and operations, and the administration of a grant program specifically for 911 Public Safety Answering Points (PSAPs).

To reach its vision and to address the recommendation made to the FCC, this Request for Proposals (RFP) is for the services of an organization such as a university, non-profit organization, or for-profit company to provide specific expertise in economics, and apply that expertise to develop models for funding and oversight of 911 systems that could be applied at local, and/or State levels of government. In addition to using its economic expertise, the contractor will be expected to utilize stakeholder input and guidance from a steering committee ("Blue Ribbon Panel" (BRP)) to help inform its analysis. While stakeholder input is critical to the success of the project and will help to inform the final report, the contractor will retain responsibility for preparation and submission of the final deliverable which will be a paper, containing options for local, State and national 911 funding and oversight models, based on appropriate economic theories and principles.

## C.2 OBJECTIVE

The objective of this contract is to procure the services of an organization such as a university, non-profit organization, or for-profit company, with specific expertise in economics to develop option paper for local, State and national 911 funding and oversight models that is based on appropriate economic theories and principles and input from a "Blue Ribbon Panel on 911".

# C.3 GENERAL REQUIREMENTS

# General Requirements of Contractor:

- Provide a detailed project implementation plan, including timetable, metrics, strategies, and labor categories/job descriptions for all proposed staff.
- 2. Convene a kickoff meeting/revise project implementation plan.
- Submit monthly progress reports on starus, plans, problems or delays and proposed plan to address problems or delays.
- 4. Establish and convene a "Blue Ribbon Panel."
- 5. Determine the current status of 911 funding and oversight.
- 6. Determine now the migration from 911 systems to NG911 systems is likely to impact funding.
- Compare 911 funding and oversight models with models from other public or private entities and apply appropriate economic theories and principles.
- 8. Determine applicability and/or adaptability of all collected and analyzed information in providing consistent, dedicated funding for the upgrade and maintenance of NG911 systems. Provide a final document reporting all phases of the project, concluding with options/models for funding and oversight that show promise in providing consistent funding and oversight for NG911 systems at the local and State levels.

# C.4. SPECIFIC WORK REQUIREMENTS

# C.4.1 Convene Kickoff Meeting/Revise Technical Plan

Within four (4) weeks of contract award, the Contractor shall conduct a meeting with the COTR, Contract Specialist, and any other appropriate people within NHTSA Headquarters in Washington, DC. The purpose of this meeting is to 1) discuss the administration of the Contract, 2) to discuss the overall project objectives, and 3) to finalize the technical plan submitted in the contractor's proposal. The contractor shall send personnel that are able to discuss the technical details of the contractors proposed technical plan.

Within eight (8) weeks of contract award, the Contractor will provide NHTSA with a revised written technical plan that reflects the outcome of the kickoff meeting, including any proposed changes to the contract and specific dates applied to the milestone and deliverable timeline. The NHTSA COTR will review the revised technical plan and timeline within two (2) weeks of receipt. The COTR approval of proposed changes and timeline by Contractor is required and must be submitted by COTR to the Contracting Officer for a formal contract modification.

# C.4.2 Submit Monthly Progress Report

The contractor shall furnish one (1) copy of the Monthly Progress Report electronically to the NHTSA COTR by the 15th of each month. At a minimum, the progress report shall include a narrative description of the following items:

- Accomplishments made during the reporting period.
- Preliminary or interim results, conclusions, trends or other items of information that the contractor believes are of interest to NHTSA.
- · Plans for accomplishments in next reporting period.
- Problems or delays that the contractor has experienced in the conduct of their services.
- Specific action that the contractor would like NHTSA to undertake to alleviate a problem.
- Remaining milestones and deliverables, and their status.
- Funds status by major cost element, month's obligations, cumulative obligations, estimated
  cost to complete, and percent of cost expended versus percent of completion.

The contractor shall review this written report during a monthly meeting with the COTR, conducted in person or by conference call. The meeting method will be an agreed upon during the kick-off meeting.

# C.4.3 Establish and convene a "Blue Ribbon Panel."

The contractor shall, within three (3) months of date of award, establish and convene a Blue Ribbon Panel to inform and guide its work. The BRP will be comprised of subject matter experts from both the public and private sectors, and provide information representative of 911 technology and operations, originating service providers, State and/or local government, economics, and any other subject areas deemed essential by the contractor and approved by NHTSA.

# C.4.4 Determine current status of 911 funding and oversight and apply relevant economic principles and theories.

Current methods of funding and overseeing 911 systems vary widely, are shifting as the public's methods of communication evolve, and are challenged by a variety of factors, including inequity in collections across types of telecommunication service, collection challenges with services such as prepaid wireless, oversight and auditing issues, and diversion of funds for non-911 purposes. Within six (6) months of contract award, the contractor shall collect and analyze information related to any

current funding and oversight models for 911 systems that exist at the local and State levels. The contractor shall apply all relevant economic principles and theories, and determine the strengths and shortcomings of the current models for 911 funding and oversight at the local and State levels,

# C.4.5 Determine now the migration from 911 systems to NG911 systems is likely to impact funding.

Within seven (7) months of contract award, the contractor shall collect and analyze information from a variety of sources regarding technical and operational changes likely to occur as 911 systems migrate to NG911 systems, and the impact of these changes on cost and oversight of NG911 systems. As some of the sources of this information may be the same as for task C.4.3, this task may be accomplished in conjunction with task C.4.4. Ultimately, the information collected for this task is specific and distinct in terms of its contribution to the final report and its impact on the selection of models/options for future funding and oversight of NG911 systems.

# C.4.6 Compare 911 funding and oversight models with models from other public or private entities.

Within eight (8) months of contract award, the contractor shall collect information on funding and oversight models that currently exist in non-911 public entities and private entities that could be adopted or adapted for use in providing funding and oversight models for 911 systems. This task could be accomplished in parallel with tasks CA.4 and C.4.5. Ultimately, the information collected for this task is specific and distinct in terms of its contribution to the final report and its impact on the selection of models/options for future funding and oversight of NG911 systems.

# C.4.7 Analyze all collected information to determine applicability and/or adaptability in providing consistent, dedicated funding for the upgrade and maintenance of NG911 systems.

Within ten (10) months of contract award, the contractor shall complete a draft document reporting all phases of the project, concluding with options/models for funding and oversight that show promise in providing consistent funding and oversight for NG911 systems at the local and State levels and provide it to the NHTSA COTR for review and comment.

Within eleven (11) months of contract award, the contractor shall meet with NHTSA to review the adjudication of all comments made to the draft. Within twelve (12) months of contract award, the contractor shall deliver a final document with all edits completed, reporting all phases of the project, concluding with options/models for funding and oversight that show promise in providing consistent funding and oversight for NG911 systems at the local and State levels.

## SECTION D - PACKAGING AND MARKING

## D.I. GENERAL INSTRUCTIONS

Preservation and packaging of all shipments or mailing of all work delivered under this contract shall be done in accordance with good commercial practices and to insure acceptance by common carrier (if applicable) and safe transportation at the most economical rate(s).

Any deliverables required by this contract shall be submitted to the applicable personnel identified in Section F of this contract. Due to security concerns, deliverables transmitted via regular U.S. Mail experience significant delay in reaching an intended destination and, as part of the screening process, may be damaged. For these reasons, the U.S. Mail should not be used to transmit deliverables. Rather, the contractor is encouraged to use electronic mail to the maximum extent possible.

# D.2. FORMATTING TEXT AND IMAGE DELIVERABLES (JUN 2009)

For those deliverables submitted electronically as text or image files, the following specifications apply.

#### D.2.1 Text

Text files shall be delivered in Microsoft WORD 2007 format. Font type of Times New Roman with a font size of 12 shall be used throughout the document. The contractor shall minimize additional formatting as much as possible e.g. Avoid use of columns) Avoid using any design/layout elements (however, see D.2.2, D.2.3, and D.2.4 below.)

#### D.2.2 Charts and Graphs

The contractor shall develop charts or graphs using Microsoft EXCEL 2007 and shall insert these in the appropriate places within the text document. The contractor shall also provide the Microsoft EXCEL source file from which charts or graphs were developed.

#### D.2.3 Illustrations

NHTSA's Office of Communication Services is responsible for developing or acquiring most illustrations found in NHTSA publications. These illustrations can take two forms:

- a. Graphics In the majority of cases, the Office of Communication Services will develop any needed graphics in collaboration with the COTR. The Contractor shall provide text, graphs, and charts following the guidelines stipulated in D.2.1 and D.2.2 above. In some cases, the contractor may be required to develop graphics. In these cases, the Contractor shall use only software approved by the U.S. Government Printing Office (e.g. Adobe Illustrator.)
- b. Photographs When photos are used in Agency publications, the Office of Communication Services typically uses existing photos or photos purchased through royalty-free sources. In the event the Contractor must supply photos for use in a publication, the photos must be high resolution images at least 300 dpi at the size used in the publication. Photos shall be supplied on a CD or DVD in either tif format (for scanned images) or .jpg (for images downloaded to the CD or DVD directly from the digital camera.). NOTE: If a photograph is supplied by an

outside source (contractor, grantee, national organization, etc.), a release form must accompany the photo indicating that the human subjects in the photo authorize NHTSA to use the photo in its publications and on its Internet site. The contractor is responsible for ensuring that the necessary arrangements have been made with the photographer and the subjects in the photo to ensure that NHTSA has unlimited rights to use the images in print and on the web. The Contractor shall obtain, and provide to NHTSA, a written statement indicating that NHTSA has unlimited, unrestricted rights to the use of the photos.

#### D.2.4 Web-based Images

Occasionally, web-based images may be used in NHTSA publications. The Contractor is cautioned that copyright laws restrict use of many of these images even if this is not expressly indicated at the website. Additionally, the resolution of most web-based images is not high enough to provide a clear image when published. For these reasons, web-based images should not be used.



## SECTION E - INSPECTION AND ACCEPTANCE

# E.I. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

The contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es): www.amet.gov/far.

NOTE: Those clauses marked with an "X" are hereby incorporated by reference.

[X] 52.246-6 Inspection - Time-and-Material and Labor-Hour (MAY 2001)

### E.2 INSPECTION AND/OR ACCEPTANCE

The COTR as designated in this Contract shall be responsible for performing the inspection of all services rendered under this Contract and for recommending acceptance of replacement/correction of services or materials that fail to meet the Contract requirements to the Contracting Officer.

The COTR shall also be responsible to the Contracting Officer for recommending acceptance or replacement/correction of nonconforming supplies or services that fail to meet the Contract requirements.

Rejection of a final report will delay final payment of costs due under the Contract. The most common causes for rejecting final reports are:

- Incomplete description of the work objective and its relationship to other work performed in the area.
- Inadequate description of methodology
- Insufficient or inconsistent technical information to support the finding or conclusions.
- · Poorly conceived graphs, charts, and displays.
- Incorrect spelling and grammar

#### SECTION F - DELIVERIES OR PERFORMANCE

# F.1. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

The contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es): www.arnet.gov/far

NOTE: Those clauses marked with an "X" are hereby incorporated by reference.

[X] 52.242-15 Stop Work Order (AUG 1989)

[X] 52.247-35 F.O.B. Destination, Within Consignee's Premises (APR 1984)

#### F.2. PERIOD OF PERFORMANCE.

The period of performance for the Contract is eighteen (18) months. All work required herein including preparation, submission, and acceptance of the final versions of the Blue Ribbon Panel on 911 Funding shall be completed no later than eighteen (18) months from the agreed upon and established Award Date.

## F.3. DELIVERABLES / MILESTONES

All deliverables shall be submitted electronically in accordance with the following schedule:

<u>Item</u> Number	Milestone (M)/Deliverable (D)	Due Date
1	Kick-off Meeting	4 Weeks after date of award
2	Draft revised project implementation plan based on kick-off meeting	8 Weeks after date of award
3	COTR reviews draft revised technical pian	10 Weeks after date of award
4	Revised technical plan	10 Weeks after date of award
5	Monthly progress reports.	15th of each month starting one month after date of award
6	Establish and convene Blue Ribbon Panel	3 Months after date of award
7	Determine the current status of 911 funding and oversight.	6 Months after date of award

8	Determine how the migration from 911 systems to NG911 systems is likely to impact funding.	7 Months after date of award
9	Compare 911 funding and oversight models with models from other public or private entities.	8 Months after date of award
10	Analyze all collected information to determine applicability and/or adaptability in providing consistent, dedicated funding for the upgrade and maintenance of NG911 systems.	10 months after date of award
11	Provide a draft document reporting all phases of the project, concluding with options/models for funding and oversight that show promise in providing consistent funding and oversight for NG911 systems at the local and State levels. Draft to be provided to members of Blue Ribbon Panel as well as COTR.	10 months after date of award
12	Meet with NHTSA to review the adjudication of all comments made to the draft	11 months after date of award
13	Deliver a final document with all edits completed, reporting all phases of the project, concluding with options/models for funding and oversight that show promise in providing consistent funding and oversight for NG911 systems at the local and State tevels.	12 months after date of award

## F.4 STANDARD REPORTING FORMATS

## F.4.1 Section 508 Compliance

All electronic and information technology procured, developed or delivered under this contract shall meet applicable accessibility standards, as specified in 36 CFR Part 1194. 36 CFR Part 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <a href="http://www.section508.gov">http://www.section508.gov</a>.

All contract deliverables covered by Section 508 shall be accessible to people with disabilities. Reports and other deliverables provided in electronic media, including web-based intranet and internet format shall conform to applicable accessibility standards, including at a minimum, the following provisions:

1194.21, Software Applications and Operating Systems

1194.22, Web-Based Intranet and Internet Information and Applications

1194.24, Video and Multimedia Products

1194.31, Functional Performance Criteria

1194.41, Information, Documentation, and Support

This standard is available for viewing at the Access Board web site at <a href="http://www.access-board.gov/sec508/standards.htm">http://www.access-board.gov/sec508/standards.htm</a> and guides for specific sections are available at <a href="http://www.access-board.gov/sec508/guide/">http://www.access-board.gov/sec508/guide/</a>.

## F.5. SPECIFICATION FOR ELECTRONIC FILES

Electronic files containing final test reports required under the resultant contract shall be provided in accordance with the following:

#### Specifications:

a <u>Electronic Master File</u>: An electronic version of the final report shall be used as the "Master" report final copy. All hard-copy reports shall be generated from this electronic master file. A copy of the electronic master file shall be provided to NHTSA.

# b. Report Format:

- 1. Fout: 12 point Arial font shall be used throughout the report.
- 2. Page Margins: Top, Right, and Bottom shall be Y2 inch. Left margin shall be 1 inch. To insure correct formatting of the report regardless of which Hewlett-Packard LaserJet printer model is used (see printer specifications below), it is suggested that two blank spaces, followed by a "hard page" [CNTRL-ENTER] be used at the bottom of each page of the report.
- Page Numbering: Upper right hand comer, using bold Arial12 point font.

# System Compatibility:

All electronic files submitted must be compatible with the Windows XP Personal Computer (PC) system. For the base period of this contract, and any option periods unless otherwise specified, the following requirements apply:

- Software Application: The software application used to store the electronic file version of the final report (the Master File) shall be compatible with Microsoft Word 2010, currently in use at NHTSA, i.e., the file must be able to be opened and viewed in Microsoft Word 2010.
- Printer: The report must print in the correct format, i.e. correct pagination, adequate test and image quality, etc., when printed using any Hewlett-Packard (HP) LaserJet Printer model.

3. Storage Medium: All electronic report copies shall be submitted on a ZIP disc, a compact disc (CD), or sent electronically as an e-mail attachment or posted on a secure website for downloading. Reports can be zipped, i.e. compressed, to save memory space as required. The discs or e-mail attachments may contain a single report or multiple reports.

4. Image Formats: All images (photographs, charts, graphs, etc.) contained within a test report shall be imbedded in the report in a JPEG, TIFF, or a compatible Microsoft Office program (Excel, PowerPoint, and Outlook) file format. Photographs and plots should not be provided separately.

For any of the option years exercised under the resultant Contract, NHTSA reserves the right to change the hardware and software requirements stated above.



## SECTION G- CONTRACT ADMINISTRATION

# G.1 MATERIALS, SUBCONTRACTS AND ALL OTHER NONLABOR COSTS

For all materials supplies and subcontracts used in the performance of this Contract, the Contractor shall be reimbursed at cost for such materials, supplies or subcontracts including appropriate indirect costs. Indirect costs include only those costs clearly excluded from the Loaded Labor Rate and allocated in accordance with the Contractor's usual accounting practices consistent with FAR Part 31. No fee or profit shall be applied to materials, supplies, subcontracts, or other non-labor items ordered by task orders and furnished under this contract.

If the offeror elects to apply indirect costs to Other Direct Cost (ODC), then it must identify the indirect cost rate (or multiplier) applicable to the ODCs for the Base Period in Section B, Price Schedules. These rates will also remain fixed for the life of the Contract.

#### G.2 TRAVEL COSTS

Travel costs will be reimbursed in accordance with Far Part 31.

#### G3 SUBMISSION OF INVOICES

# G.3.1. Designated Billing Office

The contractor shall submit one (1) original invoice copy to the following address:

DOT/National Highway Traffic Safety Administration Mike Monroney Aero Center Accounts Payable Branch, AMZ-150 P.O. Box 268911 Oklahoma City, OK 73126

Or

The Contractor may scan its invoice into PDF format and transmit it electronically via e-mail to the following address:

# 9-AMC-AMZ-NHTSA-Invoices@faa.gov

The contractor is responsible for ensuring the legibility of the PDF image illegible copies may be returned to the contractor for re-scanning and may result in payment delays.

G.3.2 Separate invoices shall be submitted in accordance with section G.3.3 Required Invoice Information; to be considered proper for payment.

# **G.4 REQUIRED INVOICE INFORMATION**

a. In order to be considered a "proper invoice," the following information must be included;

- 1). Name and address of the contractor.
- Invoice date and invoice number. The contractor should date invoices as close as possible to the date of the mailing or transmission.
- 3). Timeframe covered by the invoice.
- 4). NHTSA Contract number.
- 5). NHTSA Contracting Officer's Name.
- 6). NHTSA Contracting Officer's Technical Representative's name.
- 7). Itemization of costs to include:
  - a. Contract Line Item Number (CLIN);
  - b. Number of hours worked for each Labor Category billed;
  - c. Associated Labor Rate for each Labor Category billed;
  - Other Direct Costs incurred for that invoice period and associated indirect costs (if applicable.)
  - e. Total reimbursement requested for that specific invoice;
  - f. Cumulative Total of reimbursements to date.
  - g. Labor charges are to be substantiated by individual daily job time cards or a record of time worked showing personnel used, hours worked, and amounts Charged, with such records to be retained by the contractor and made available for the Government's inspection on an "as-required" basis.
- Name and address of contractor official to who questions regarding payment should be referred.



- 9) The contractor shall certify that the hours worked and individuals being charged to the Government are correct, and that the dollar amounts invoiced were incurred for the work billed.
- 10) The invoice does not comply with these requirements, the invoice will be returned as an improper invoice within seven (7) calcular days after receipt.

# G.5 LIMITATION OF COST (MODIFICATIONS)

Incrementally funded Modifications issued under this contract are subject to FAR 52.232-20 "Limitation of Cost" (Apr 1984)

# G.6 GOVERNMENT PERSONNEL

# G.6.1 Contracting Officer's Technical Representative (COTR)

The performance of the work required under the contract shall be subject to the technical review of the NHTSA COTR. The following individual has been designated as the NHTSA COTR: Laurie Flaherty.

National Highway Traffic Safety Administration 1200 New Jersey Avenue, SE, Room W44-322 Washington, DC 20590 Telephone: (202) 366-2705 Email: laurie-flaherty@dot.gov

a. The Contracting Officer will designate a technical representative to assist in monitoring the work under the resultant contract. The COTR serves as the technical liaison with the contractor. The COTR is not authorized to change the scope of work or specifications as stated in the contract, to make any commitments or otherwise obligate the Government, or to authorize any changes which affect the contract price, delivery schedule, period of performance or other terms or conditions.

b. In the event any technical direction offered by the COTR is interpreted by the contractor to be outside of this contract, the contractor shall not implement such direction, but shall notify the Contracting Officer in writing of such interpretation within five (5) calendar days after the contractor's receipt of such direction. Such notice shall include (1) the reasons upon which the contractor bases its belief that the technical direction falls within the purview of the

"Changes" clause, and (2) the contractor's draft revisions to the terms of the contract that it thinks are necessary to implement the technical direction.

#### CONFIDENTIAL

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c. The Contracting Officer is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of the resultant contract shall not be construed to authorize the revision of the terms and conditions of this contract. Any such revision shall be authorized only in writing by the Contracting Officer.

## G.6.2 Alternate COTR

Ms. Susan McHenry
Department of Transportation National Highway Research and
Development Division (NTI140)
1200 New Jersey Avenue, S.E.,
Room W44-318

Washington, DC 20590 Telephone: (202) 366-:6540 Email: susan.mchenry@dot.gov

The Contracting Officer is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of the resultant contract shall not be construed to authorize the revision of the terms and conditions of this contract. Any such revision shall be authorized only in writing by the Contracting Officer.

#### G7 CONTRACTOR PERSONNEL

G.7.1 Project Manager

a. The contractor shall appoint a Project Manager who will be the contractor's authorized supervisor for technical and administrative work performed under the resultant contract. The Project Manager shall act as the single point of contact between the contractor and the NHTSA COTR or other duly authorized of the Government representative under the contract.

c. The Project Manager shall receive and execute, on behalf of the contractor, such technical assignment directives as the COTR, or his duly authorized representative, may issue within the terms and conditions of the contract,

Project Manager:
Company: Booz Allen Hamilton
Address: 8283 Greensboro Drive

McLean, VA 22102

Phone: e-mail:

# G.8 1252.237-73 KEY PERSONNEL (APR 2005)

a. The personnel as specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel, as appropriate.

b. Before removing, replacing, or diverting any of the specified individuals, the Contractor shall notify the contracting officer, in writing, before the change becomes effective. The Contractor shall submit information to support the proposed action to enable the contracting officer to evaluate the potential impact of the change on the contract. The Contractor shall not remove or replace personnel under this contract until the Contracting Officer approves the change.

The Key Personnel under this Contract Project Manager	are:



### SECTION H - SPECIAL CONTRACT REQUIREMENTS

# H.1 CONFIDENTIALITY OF REPORTS AND OTHER DATA

Neither the contractor nor any employee thereof shall divulge to any third party any information obtained from the agency or information concerning work performed, results obtained, or any other information in connection with the resultant contract without the prior written consent of the Contracting Officer.

# H.1.2 Confidentiality of Reports and Other Data

The Contractor, nor any affiliate, subsidiary, consultant, subcontractor, or personnel thereof, shall divulge to any third party any information concerning deliverables produced, work performed, results obtained, or any information provided by the Government in connection with this Contract or any Task Order without the prior written approval of the Contracting Officer. The provisions of this clause shall survive the expiration of the Contract.

# H.1.3 NHTSA Review of Announcements or Publishing

Neither the Contractor, nor any affiliate, subsidiary, consultant, subcontractor, or personnel thereof, shall make public releases of information or any matter pertaining to this Contract or any Task Order, including, but not limited to, advertising in any medium, or presentation before technical, scientific, or industry groups, without the prior written approval of the Contracting Officer. The provisions of this clause shall survive the expiration of the Contract.

# H.1.4 Proprietary Rights in Reports

All proprietary rights, including publication rights, in any report produced by the Contractor in connection with the work provided for in this Contract or any Task Order shall vest in the Government. The Contractor shall not publish any of the results of the work provided for in the Contract or any Task Order without the prior written approval of the Contracting Officer.

# H.1.5 Computer Programs/Databases/Printer Layouts and Logic Tables

#### s. General

All computer programs, data files, tables and associated documentation developed under the Contract are the property of the Federal Government and shall be delivered by the Contractor, as mutually agreed upon with the NHTSA COTR before the due date, in accordance with the following paragraphs. All computer programs and data bases developed without Federal funds, and used in performance of the Contract remain the property of the Contractor. If any programs or data bases are modified, however, and used in performance of the resultant Contract, title to the modified portion shall yest in the Government.

### b. Computer Programs

For each computer program developed or modified under the Contract, the following items and/or information shall be provided:

- A general or "overview" flowchart which references the <u>main</u> program and each called subprogram and operation of the system.
- Detailed flowcharts for each section or subroutine of the system. These shall include reference to labels or addresses actually used in the program.
- 3. A brief narrative description of each flowchart,
- A listing of all program source code. Sufficient comments to identify important procedures shall be included in the listing.
- 5. The source code itself on tape or disk, as appropriate.
- Running instructions for the computer operator, including an explanation of all possible messages other than those provided by the computer manufacturer.
- Running instructions for the user, including a full description of user "prompting" by the
  replies to the executive or command module in the case of a user-friendly program.

#### c. Date Resea

For data developed or modified under this contract, the following items and/or information shall be provided:

- 1. A copy of the data base.
- Each data element (field) shall be defined as to format content, length, type of characters or numbers, and what must be present in the full case.
- Each record and its format shall be defined completely, including all control symbols and fields.
- 4. Blocking shall be specified unambiguously.
- 5. Labels, sentinels, headers, tape marks and similar structures shall be specified.
- 6. Density, number of tracks, character codes and any special symbols shall be defined.

# d. Printer Layouts and Logic Tables

Copies of the forms actually used shall be provided. These forms may be reproduced, if necessary, for clarity.

# H.2 GOVERNMENT FURNISHED PROPERTY / CONTRACTOR ACQUIRED PROPERTY

(a) Government Furnished Property (GFP) means property owned or acquired by the Government and subsequently provided to the Contractor for use in the performance of a contract. Additionally, property is considered Contractor Acquired Property (CAP) when the contractor has used contract funds to acquire it for the purpose of performing the resultant Contract. The Government retains title of CAP. When CAP is subsequently transferred to another contract, physically or otherwise, it then becomes GFP.

- (b) The Contractor shall obtain the NHTSA CO written consent prior to purchasing any property for the Government's account, in accordance with Subcontracts Clause of the resultant Contract
- (c) GFP and CAP shall be maintained, utilized, controlled, distributed, and disposed in accordance with Federal Acquisition Regulation (FAR) Part 45, Transportation Acquisition Regulation (TAR) Part 1245, and the Government Property clause of this contract.
- (d) In accordance with FAR 45.502-1, Receipts of Government Property, evidence of receipt of GFP and CAP shall be provided to the Government within 1) one week of receipt of said Government Property.
- (e) Evidence of receipt shall be provided in the following manner:

One (1) copy of each of the document(s) evidencing receipt of the property shall be sent to the following addresses:

DOT, National Highway Traffic Safety Administration Property Control, NPO-340 1200 New Jersey Avenue, S.E., W53-417 Washington, D.C. 20590 Attention: Industrial Property Management Specialist

- (f) The Contractor may be required, by the direction of the NHTSA CO, to perform an annual property physical inventory to include both GFP and CAP. The Contractor shall report the results of this inventory to the Government to include the information required by the Transportation Acquisition Regulation (TAR) 1245.508-2. The Government will notify the Contractor of the effective dates of the report.
- (g) In accordance with Transportation Acquisition Regulation (TAR) 1245.505-14, Reports of Government Property, Contractors are required to submit a financial property report each year, for each contract, showing the dollar amount of Government property.

As appropriate and based on the availability of resources, the following property will be furnished to the Contractor by the Government for use in the performance of the resultant Contract.

If required, the report shall be submitted to the Contracting Officer not later than September 15 of each calendar year on Form DOT F 4220.43, Contractor Report of Government Property

# H.3 INFORMATION TECHNOLOGY (JUN 2009)

#### H.3.1 SECURITY AND PRIVACY PROTECTION

All deliverables and services rendered under this contract/agreement must comply with Federal and DOT security and privacy protection policies and requirements. DOT policies are available for viewing at <a href="http://communities.dot.gov/ia/japolicies.htm">http://communities.dot.gov/ia/japolicies.htm</a>. NHTSA reserves the right to monitor network activity apart from and independent of the services under the SOW and may require access and rights to install and operate Government-furnished monitoring equipment at any contractor location operating NHTSA equipment or with access to NHTSA systems.

#### H.J.2 ACQUISITION OF INFORMATION TECHNOLOGY

Any acquisition of information technology in support of this contract/agreement, including but not limited to bardware, software, and telecommunications, must be reviewed and approved by the Office of the Chief Information Officer prior to the acquisition. NHTSA reserves the right to require that existing Federal or Federally-acquired resources be utilized in lieu of a proposed IT acquisition.

#### H.3.3 IPv6 COMPLIANCE

Any IT solution, including but not limited to hardware, software, firmware, and telecommunications, proposed to meet the requirements must support both IPv4 and IPv6, in accordance with the October 2005 DOT memorandum, "DOT's Transition Planning for Internet Protocol Version 6" and OMB Memorandum M-05-22, "Transition Planning for Internet Protocol Version 6 (IPv6)," dated August 2, 2005.

#### H.3.4 PROTECTION OF INFORMATION

Any IT solution, including but not limited to hardware, software, firmware, and telecommunications, and all IT services proposed to meet the requirements must comply with the requirements of OMB Memorandum M-06-16, "Protection of Sensitive Agency Information" and "DOT Information Technology and Information Assurance Policy Number 2006-22: Implementation of DOT's Protection of Personally Identifiable Information (PII)."

#### H.3.5 FDCC COMPLIANCE

Any IT solution, including but not limited to hardware, software, firmware, and telecommunications, proposed to meet the requirements must be accessible and usable from desktops compliant with OMB Memorandum M-07-11, "Implementation of Commonly Accepted Security Configurations for Windows Operating Systems" (Federal Desktop Core Configuration -- FDCC).

# H.3.6 HSPD-12 COMPLIANCE

Any IT solution, including but not limited to hardware, software, firmware, and telecommunications, proposed to meet the requirements must be compliant with Homeland Security Presidential Directive/HSPD-12, "Policy for a Common Identification Standard for Federal Employees and Contractors," OMB Memorandum M-05-24, "Implementation of

Homeland Security Presidential Directive 12," OMB Memorandum M-06-18, "Acquisition of Products and Services for Implementation of HSPD-12," and the HSPD-12 implementation at the Department of Transportation.

# H.4 ETHICS AND STANDARDS OF CONDUCT (JUN 2009)

## H.4.1 Disclosure of Conflicts of Interest

- a. It is the National Highway Traffic Safety Administration's (NHTSA) policy not to award contracts to offerors whose objectivity may be impaired because of any related past, present or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:
- b. The offeror shall provide a statement in its technical proposal which describes in a concise manner all past, present or currently planned organizational, inancial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which is related to the work under the request. The interest(s) described shall include those of the offeror, its affiliates, proposed consultants, proposed subcontractors and key personnel of any of the above. Past interest shall be functed to within one year of the date of the offeror's technical proposal. Affected organizations shall include, but are not limited to, the insurance industry. Key personnel shall include any person owning more than a 20% interest in the offering firm, and the offeror's corporate officers, its senior managers and any employee who is responsible for making a decision or taking an action on this contract where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.
- c. The offeror shall describe in detail why it believes, in light of the interest(s) identified in (a) above, that performance of the proposed contract can be accomplished in an impartial and objective manner.
- d. In the absence of any relevant interest identified in (a) above, the offeror shall submit in its technical proposal a statement certifying that to its best knowledge and belief, no affiliation exists relevant to possible conflicts of interest. The offeror must obtain the same information from potential subcontractors prior to award of a subcontract.
- e. The Contracting Officer will review the statement submitted and may require additional relevant information from the offeror. All such information and any other relevant information known to NHTSA will be used to determine whether an award to the offeror may create a conflict of interest. If such conflict of interest is found to exist, the Contracting Officer may (a) disqualify the offeror, or (b) determine that it is otherwise in the best interest of the United States to contract with the offeror and include appropriate provisions to mitigate or avoid such conflict in the contract awarded.

f. The refusal to provide the disclosure or representation, or any additional information as required may result in disqualification of the offeror for award. If nondisclosure or misrepresentation is discovered after award, the resulting contract may be terminated. If after award, the Contractor discovers a conflict of interest with respect to this contract which could not reasonably have been known prior to award; an immediate and full disclosure shall be made in writing to the Contracting Officer. The disclosure shall include a description of the action which the Contractor has taken or proposes to take, to avoid or mitigate such conflict. The Contracting Officer may, however, determine that it is necessary to terminate the contract.

### H.4.2 Access to Sensitive Information

Work under this contract may involve access to sensitive information\* which shall not be disclosed by the contractor unless authorized by the contracting officer. To protect sensitive information, the contractor shall provide training to any contractor employee authorized access to sensitive information and, upon request of the Government, provide information as to an individual's suitability to have such authorization. Contractor employees found by the Government to be un-suitable or whose employment is deemed contrary to the public interest or inconsistent with the best interest of national security, may be prevented from performing work under the particular contract when requested by the contracting officer. The contractor shall ensure that contractor employees are citizens of the United States of America or an alien who has been lawfully admitted for permanent residence or employment (indicated by immigration status) as evidenced by investigations in accordance with DOT Order 1632.20, Personnel Security Management. The contractor shall include the above requirements in any subcontract awarded involving access to Government facilities, sensitive information, and/or resources.

\*Sensitive Information is proprietary data or other information that, if subject to unauthorized access, modification, loss or misuse could adversely affect national interest, conduct of Federal programs, or privacy of individuals specified in the Privacy Act, but has not been specifically authorized to be kept secret in the interest of national defense or foreign policy under an Executive Order or Act of Congress.

## H.4.3 Provision / Clause:

All contractor personnel using DOT information technology and communications systems (including the DOT email system), attending internal or external meetings, answering Government telephones, and working in other situations where their contractor status is not

obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of Government employees, other contractor personnel or members of the public that they are Government officials, unless, in the judgment of the agency, no harm can come from failing to identify themselves. Among other things, contractor personnel must include the following signature block in all email communications, internal or external, and in all internal written documents.

Contractor Employee Name Contractor Employee Title Name of Contractor Include the following statement "On assignment to NHTSA."

For example: John Doe

Project Manager

ABC, Inc.
On assignment at NHTSA

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Contractor employees also must ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

Under no circumstances shall contractor personnel sign letters or make other external communications on NHTSA letterhead, nor shall contractor personnel use the NHTSA or DOT logos or seals in letterhead, business cards, correspondence, emails, reports, documents or other communications.



### PART II - CONTRACT CLAUSES

## SECTION I - CONTRACT CLAUSES

# L1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

The contract incorporates the following clauses (as indicated by an "X") by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available. Also, the full text of a clause may be accessed electronically at this/these address (es): http://www.arnet.gov/far.

Applicable "X"	FAR Clause Number	FAR Clause Title (Thru FAC 2005–58)
Х	52.202-1	Definitions (JAN 2012)
х	52.203-3	Gratuites (APR 1984)
Х	52.203-5	Covenant Against Contingent Fees (APR 1984)
Х	52.203-7	Anti-Kickback Procedures (OCT 2010)
Х	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal o Improper Activity (JAN 1997)
X	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
Х	52,203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
Х	52.204-4	Printed or Copied Double-Sided Post-consumer fiber content paper (MAY 2011)
Х	52.204-7	Central Contractor Registration (FEB 2012)
х	52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (FEB 2012)
Х	52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010)
Х	52.215-2	Audit and Records—Negotiation (OCT 2012)
Х	52.215-8	Order of Precedence - Uniform Contract Format (OCT 1997)
Х	52.215-14	Integrity of Unit Prices (OCT 2010)

Applicable "X"	FAR Clause Number	FAR Clause Title (Turu FAC 2005-58)
X	52.216-7	Allowable Cost and Payment (JUNE 2011)
X	52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011)
X	52.219-8	Utilization of Small Business Concerns (JAN 2011)
Х	52.219-16	Liquidated Damages-Subcontracting Plan (JAN 1999)
Х	52.222-3	Convict Labor (JUN 2003)
Х	52.222-21	Prohibition of Segregated Facilities (FEB 1999)
Х	52.222-26	Equal Opportunity (MAR 2007)
Х	52.222-35	Equal Opportunity for Veterans (SEPT 2010)
X	52.222-36	Affirmative Action for Workers with Disabilities (OCT 2010)
Х	52.222-37	Employment Reports Veterans (SEPT 2010)
X	52,222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
X	52.222-50	Combating Trafficking in Persons (Feb 2009)
Х	52.223-6	Drug-Free Workplace (MAY 2001)
X	52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
Х	52.225-5	Trade Agreements (MAY 2012)
Х	52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)
Х	52.227-1	Authorization and Consent (DEC 2007)
X	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
Х	52.227-11	Patent Rights - Ownership by the Contractor (DEC 2007)

Applicable "X"	FAR Clause Number	FAR Clause Title (Thru FAC 200558)
X	52.227-14	Rights in Data - General (DEC 2007)
X	52.227-17	Rights in Data - Special Works (DEC 2007)
X	52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts (AUG 2012)
Х	52.232-9	Limitation on Withholding Payments (APR 1984)
Х	52.232-17	Interest (OCT 2010)
X	52.232-23	Assignment of Claims (JAN 1986)
X.	52.232-25	Prompt Payment (OCT 2008)
Х	52,232-33	Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003)
X	52.233-1	Disputes (JULY 2002)  X Alternate I (DEC 1991)
Х	52,233-3	Protest After Award (AUG 1996) X Alternate I (IUN 1985)
Х	52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)
Х	52.242-3	Penalties for Unaliowable Costs (MAY 2001)
X	52.242-13	Bankruptcy (JUL 1995)
х	52.243-3	Changes - Time-and-Material or Labor Hour (SEP 2000)
X	52.244-2	Subcontracts (OCT 2010)
Х	52.244-6	Subcontracts for Commercial Items (DEC 2010)
х	52.246-23	Limitation of Liability (FEB 1997)
X	52.246-25	Limitation of Liability-Services (FEB 1997)
х	52.248-1	Value Engineering (OCT 2010)
х	52-249-6	Termination (Cost-Reimbursement) (May 2004) Alt IV (SEP 1996)

Applicable "X"	FAR Clause . Number	FAR Clause Title (Thru FAC 200558)	
X	52.249-14	Excusable delays (APR 1984)	

# 1.2 DEPARTMENT OF TRANSPORTATION (DOT) CLAUSES INCORPORATED BY REFERENCE

The contract incorporates the following Transportation Acquisition Regulation clauses (TAR) by reference (as indicated by an "X"), with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available.

Clau	se Number	Title and Date
X	1252.235-70	Research Misconduct (APR2005)
X	1252.237-70	Qualifications of Contract Employees (APR 2005)
X	1252.239-70	Security Requirements for Unclassified
		Information Technology Resource (APR 2005)
X	1252.242-71	Contractor Testimony (OCT 1994)
X	1252.242-72	Dissemination of Contract Information (OCT 1994)
X	1252,245-70	Government Property Reports (OCT 1994)
X	1252.223-73	Seat Belt Use Policies and Programs (APR 2005)

# 1.3 FEDERAL ACQUISITION REGULATION (FAR) CLAUSES PROVIDED IN FULL TEXT

This Contract incorporate the following Federal Acquisition Regulation Clauses provided in full text:

## 1.3.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the resultant Contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise the option by written notice to the Contractor within sixty (60) days of contract expiration date.

## L3.3 52.204-1 Approval of Contract (DEC 1989)



This contract is subject to the written approval of the Director, National Highway Traffic Safety Administration, and Office of Acquisition Management and shall not be binding until so approved.

(End of clause)

